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SUPER CLOUD, INC.**

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

**ARTICLES OF AMENDMENT
TO
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
SUPER CLOUD, INC.**

SUPER CLOUD INC., a corporation organized and existing under the laws of the State of Florida (the "Corporation"), does hereby certify:

FIRST: That pursuant to authority conferred upon the Board of Directors of the Corporation (the "Board") by the Amended and Restated Articles of Incorporation of the Corporation, as amended (the "Articles"), the Board adopted the following resolutions on November 10, 2017 pursuant to the Articles and Sections 607.0602 and 607.1006 of the Florida Business Corporation Act, authorizing a new series of the Corporation's previously authorized Preferred Stock, \$0.001 par value per share designated as Series B Convertible Preferred Stock. Shareholder action was not required.

SECOND: The Series B Convertible Preferred Stock shall have the following designation, number of shares, rights, qualifications, limitations and other terms and conditions:

Section 1. Powers and Rights of Series B Convertible Preferred Stock. There is hereby designated a class of Preferred Stock of the Corporation as "Series B Convertible Preferred Stock", par value \$0.001 per share (the "Series B Preferred Stock"). The number of shares, powers, terms, conditions, designations, preferences and privileges, relative, participating, optional and other special rights, and qualifications, limitations and restrictions, if any, of the Series B Preferred Stock shall be as set forth herein. The number of authorized shares of the Series B Preferred Stock shall initially be 200,000 shares. The number of shares of Series B Preferred Stock may be increased or decreased by the Board of Directors of the Corporation from time to time, provided that the number of shares shall not be decreased below the number of shares then issued and outstanding.

Section 2. Dividends. The holders of the Series B Preferred Stock shall be entitled to participate with the holders of shares of common stock, par value \$0.001 per share, of the Corporation (the "Common Stock") in any dividends paid or set aside for payment (other than dividends payable solely in shares of Common Stock) so that holders of the Series B Preferred Stock shall receive with respect to each share of Series B Preferred Stock an amount equal to (x) the dividend payable with respect to each share of Common Stock multiplied by (y) the number of shares (and fraction of a share, if any) of Common Stock into which such share of Series B Preferred Stock is convertible as of the record date for such dividend. Any such dividend shall be paid with respect to all then outstanding shares of Common Stock and Series B Preferred Stock on a *pari passu* basis and on an as-converted-to-common basis. No dividends shall be paid on the Common Stock unless an equivalent dividend is paid with respect to the Series B Preferred Stock in accordance with this Section 2.

Section 3. Liquidation Preference.

(a) Preference.

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(i) In the event of any liquidation, dissolution or winding up of the Corporation, either voluntarily or involuntarily (each, a "Liquidation Event"), the holders of the Series B Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of Common Stock of the Corporation, an amount (the "Series B Liquidation Preference") equal to \$5.00 per share of Series B Preferred Stock then issued and outstanding, subject to adjustment as provided herein. If, upon such Liquidation Event and after the payment of preferential amounts required to be paid to holders of any series of preferred stock having a ranking upon liquidation senior to the Series B Preferred Stock, the assets of the Corporation available for distribution to the shareholders of the Corporation are insufficient to provide for both the payment of the full Series B Liquidation Preference and the preferential amounts (if any) required to be paid to holders of any other series of preferred stock having a ranking upon liquidation *pari passu* with the Series B Preferred Stock, such assets as are so available shall be distributed among the holders of the Series B Preferred Stock and the holders of any other series of preferred stock having a ranking upon liquidation *pari passu* with the Series B Preferred Stock in proportion to the relative aggregate preferential amount each such holder is otherwise entitled to receive.

(ii) After the payment or the setting apart for payment to the holders of the Series B Preferred Stock and to the holders of any other series of preferred stock having a ranking upon liquidation senior to the Common Stock of the preferential amounts so payable to them, if assets remain in the Corporation, the holders of the Common Stock of the Corporation shall receive all of the remaining assets of the Corporation pro rata in accordance with the number of shares of Common Stock held by them.

(iii) All amounts per share set forth in this Section 3(a) shall be appropriately adjusted for any stock splits, stock combinations, stock dividends, or similar recapitalizations.

(b) Noncash Distributions. If any of the assets of the Corporation are to be distributed for any purpose in a form other than in cash under this Section 3, then the Board of Directors of the Corporation shall promptly engage independent competent appraisers to determine the value of the assets to be distributed to the holders of Series B Preferred Stock and/or Common Stock, as applicable. The Corporation shall, upon receipt of such appraiser's valuation, give prompt written notice of the appraiser's valuation to each holder of shares of Series B Preferred Stock and/or Common Stock, as applicable.

Section 4. Voting Rights. The Series B Preferred Stock shall not be entitled to vote on any matter presented for the vote or written consent of the shareholders of the Corporation.

Section 5. Conversion. The Series B Preferred Stock shall be convertible into Common Stock as follows:

(a) Right to Convert. Each share of Series B Preferred Stock shall be convertible at the office of the Corporation, at the option of the holder thereof, at any time after the date of issuance of such share. Each share of Series B Preferred Stock shall be convertible into two

shares of Common Stock (the "Series B Conversion Rate"), subject to adjustment as set forth herein.

(b) Mechanics of Conversion. Holders shall effect conversions of the Series B Preferred Stock by providing the Corporation with the form of conversion notice attached hereto as Annex A (a "Notice of Conversion"). Each Notice of Conversion shall specify the number of shares of Series B Preferred Stock to be converted, the number of shares of Series B Preferred Stock owned prior to the conversion at issue, the number of shares of Series B Preferred Stock owned subsequent to the conversion at issue and the date on which such conversion is to be effected, which date may not be prior to the date the applicable Holder delivers by facsimile such Notice of Conversion to the Corporation (such date, the "Conversion Date"). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion to the Corporation is deemed delivered hereunder. No ink-original Notice of Conversion shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion form be required. The calculations and entries set forth in the Notice of Conversion shall control in the absence of manifest or mathematical error. Together with the Notice of Conversion, the applicable holder of Series B Preferred Stock shall surrender the certificate or certificates for his or her shares of Series B Preferred Stock, duly endorsed, at the office of the Corporation. Such conversion shall be deemed to have been made on the Conversion Date, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date. Notwithstanding the forgoing, in the event that the holder notifies the Corporation that such certificates have been lost, stolen or destroyed, as a condition to any conversion the holder agrees to execute an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. The Corporation shall, as soon as practicable after delivery of the Notice of Conversion, and such certificates, or of such agreement and indemnification in the case of a lost certificate, issue and deliver at its office to such holder of Series B Preferred Stock a certificate or certificates for the number of shares of Common Stock to which the holder shall be entitled as aforesaid and a check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional shares of Common Stock and a replacement certificate for any remaining shares of Series B Preferred Stock held.

(c) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Series B Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value thereof, as reasonably determined by the Board of Directors of the Corporation.

(d) Adjustment of Series B Conversion Rate. The Series B Conversion Rate shall be subject to adjustment from time to time as follows:

(i) If the number of shares of Common Stock outstanding at any time after the date hereof is increased by a stock dividend payable in shares of Common Stock or by a subdivision or split-up of shares of Common Stock, then, on the date such dividend is distributed or such change is effective, the Series B Conversion Rate shall be appropriately decreased so that the number of shares

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of Common Stock issuable on conversion of the Series B Preferred Stock shall be increased in proportion to such increase of outstanding shares.

(ii) If the number of shares of Common Stock outstanding at any time after the date hereof is decreased by a combination of the outstanding shares of Common Stock, then, on the effective date of such combination, the Series B Conversion Rate shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of the Series B Preferred Stock shall be decreased in proportion to such decrease in outstanding shares.

(iii) In case the Corporation shall declare a cash dividend upon its Common Stock payable otherwise than out of retained earnings or shall distribute to holders of its Common Stock shares of its capital stock (other than Common Stock), stock or other securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights (excluding options to purchase and rights to subscribe for Common Stock or other securities of the Corporation convertible into or exchangeable for Common Stock), then, in such case, the holders of shares of Series B Preferred Stock shall, concurrently with the distribution to holders of Common Stock, receive a like distribution based upon the number of shares of Common Stock into which such Series B Preferred Stock is then convertible.

(iv) In case, at any time after the date hereof, of any capital reorganization, or any reclassification of the stock of the Corporation (other than a change in par value or as a result of a stock dividend or subdivision, split-up, or combination of shares), or the consolidation or merger of the Corporation with or into another person (other than a consolidation or merger in which the Corporation is the continuing entity and which does not result in any change in the Common Stock), or the sale or other disposition of all or substantially all the properties and assets of the Corporation as an entirety to any other person, then effective upon the occurrence of such reorganization, reclassification, consolidation, merger, sale or other disposition, the shares of Series B Preferred Stock shall, if such event is not deemed a Liquidation Event for purposes of Section 3(a), be convertible into the kind and number of shares of stock or other securities or property of the Corporation or of the entity resulting from such consolidation or surviving such merger or to which such properties and assets shall have been sold or otherwise disposed which such holder would have been entitled to receive if such holder had converted his or her shares of Series B Preferred Stock into Common Stock immediately prior to such reorganization, reclassification, consolidation, merger, sale, or other disposition. The provisions of this Section 5(d)(iv) shall apply in a similar manner to successive reorganizations, reclassifications, consolidations, mergers, sales or other dispositions.

(v) All calculations under this Section 5 shall be made to the nearest cent or to the nearest one hundredth (1/100th) of a share, as the case may be.

(e) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of a Series B Conversion Rate pursuant to this Section 5, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series B Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon written request at any time from any holder of Series B Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth: (i) such adjustments and readjustments, (ii) the Series B Conversion Rate in effect at the time for the Series B Preferred Stock held by such holder, and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of such holder's Series B Preferred Stock.

(f) Notices of Record Date. In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, the Corporation shall mail to each holder of Series B Preferred Stock, at least twenty (20) days prior to the date on which such record is to be taken for the purpose of such dividend or distribution, a notice specifying the date on which such record is to be taken and the nature and amount of the dividend or distribution for which such record date has been established.

(g) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series B Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series B Preferred Stock. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series B Preferred Stock, then the Corporation will promptly take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but un issued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(h) Notices. Any notice required by the provisions of this Section 5 to be given to the holders of shares of the Series B Preferred Stock shall be deemed given if deposited in the United States mail, post age prepaid, and addressed to each holder of record at his or her latest address appearing on the books of the Corporation.

Section 6. Registration Rights.

(a) The shares of Corporation's Common Stock issued upon conversion of the Series B Preferred Stock will be deemed "Registrable Securities" subject to the provisions of this Section 6.

(b) If at any time on or after the date of the first issuance of any shares of the Series B Preferred Stock the Corporation proposes to file any registration statement under the Securities Act of 1933, as amended (the "1933 Act") (a "Registration Statement") with respect to any offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into, equity securities, by the Corporation for its own account or for shareholders of the Corporation for their account (or by the Corporation and

by shareholders of the Corporation), other than a Registration Statement (i) filed in connection with any employee stock option or other benefit plan, (ii) for a dividend reinvestment plan or (iii) in connection with a merger or acquisition, then the Corporation shall (x) give written notice of such proposed filing to the holders of Registrable Securities appearing on the books and records of the Corporation as such a holder as soon as practicable but in no event less than ten (10) days before the anticipated filing date of the Registration Statement, which notice shall describe the amount and type of securities to be included in such Registration Statement, the intended method(s) of distribution, and the name of the proposed managing underwriter or underwriters, if any, of the offering, and (y) offer to the holders of Registrable Securities in such notice the opportunity to register the sale of such number of Registrable Securities as such holders may request in writing within five (5) days following receipt of such notice (a "Piggy-Back Registration"). The Corporation shall cause such Registrable Securities to be included in such registration and shall cause the managing underwriter or underwriters of a proposed underwritten offering to permit the Registrable Securities requested to be included in a Piggy-Back Registration on the same terms and conditions as any similar securities of the Corporation and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All holders of Registrable Securities proposing to distribute their securities through a Piggy-Back Registration that involves an underwriter or underwriters shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such Piggy-Back Registration.

(c) If a Piggy-Back Registration is initiated as a primary underwritten offering on behalf of the Corporation and the managing underwriter advises the Corporation and the holders of Registrable Securities (if any holders of Registrable Securities have elected to include Registrable Securities in such Piggy-Back Registration) in writing that in the managing underwriter's reasonable and good faith opinion the number of shares of Common Stock proposed to be included in such registration, including all Registrable Securities and all other shares of Common Stock proposed to be included in such underwritten offering, exceeds the number of shares of Common Stock which can be sold in such offering or that the number of shares of Common Stock proposed to be included in any such registration or takedown would adversely affect the price per share of the Common Stock to be sold in such offering, the Corporation shall include in such registration (i) first, the shares of Common Stock that the Corporation proposes to sell; and (ii) second, the shares of Common Stock requested to be included therein by holders of Registrable Securities, allocated pro rata among such holders based on the number of shares of Registrable Securities such holders desire register in such in such Piggy-Back Registration.

(d) Any holder of Registrable Securities may elect to withdraw such holder's request for inclusion of Registrable Securities in any Piggy-Back Registration by giving written notice to the Corporation of such request to withdraw prior to the effectiveness of the Registration Statement. The Corporation (whether on its own determination or as the result of a withdrawal by persons making a demand pursuant to written contractual obligations) may withdraw a Registration Statement at any time prior to the effectiveness of such Registration Statement. Notwithstanding any such withdrawal, the Corporation shall pay all expenses incurred by the holders of Registrable Securities in connection with such Piggy-Back Registration as provided in Section 6(g).

(e) The Corporation shall notify the holders of Registrable Securities at any time when a prospectus relating to such holder's Registrable Securities is required to be delivered under the 1933 Act, upon discovery that, or upon the happening of any event as a result of which, the prospectus included in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing. At the request of such holder, the Corporation shall also prepare, file and furnish to such holder a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of the Registrable Securities, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing. The holders of Registrable Securities shall not offer or sell any Registrable Securities covered by the Registration Statement after receipt of such notification until the receipt of such supplement or amendment.

(f) The Corporation may request a holder of Registrable Securities to furnish the Corporation such information with respect to such holder and such holder's proposed distribution of the Registrable Securities pursuant to the Registration Statement as the Corporation may from time to time reasonably request in writing or as shall be required by law or by the SEC in connection therewith, and such holders shall furnish the Corporation with such information.

(g) All fees and expenses incident to the performance of or compliance with this Section 6 by the Corporation shall be borne by the Corporation whether or not any Registrable Securities are sold pursuant to a Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses of the Corporation's counsel and independent registered public accountants) (A) with respect to filings made with the SEC, (B) with respect to filings required to be made with any trading market on which the Common Stock is then listed for trading, (C) in compliance with applicable state securities or Blue Sky laws reasonably agreed to by the Corporation in writing (including, without limitation, fees and disbursements of counsel for the Corporation in connection with Blue Sky qualifications or exemptions of the Registrable Securities) and (D) with respect to any filing that may be required to be made by any broker through which a holder of Registrable Securities intends to make sales of Registrable Securities with the Financial Industry Regulatory Authority, (ii) printing expenses, (iii) messenger, telephone and delivery expenses, (iv) fees and disbursements of counsel for the Corporation, (v) 1933 Act liability insurance, if the Corporation so desires such insurance, and (vi) fees and expenses of all other persons or entities retained by the Corporation in connection with the consummation of the transactions contemplated by this Section 6. In addition, the Corporation shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit and the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange as required hereunder. In no event shall the Corporation be responsible for any broker or similar commissions of any holder of Registrable Securities.

(h) The Corporation and its successors and assigns shall indemnify and hold harmless each holder of Registrable Securities, the officers, directors, members, partners, agents and employees (and any other individuals or entities with a functionally equivalent role of a person holding such titles, notwithstanding a lack of such title or any other title) of each of them, each individual or entity who controls such holder of Registrable Securities (within the meaning of Section 15 of the 1933 Act or Section 20 of the Securities Exchange Act of 1934 Act, as amended (the "1934 Act")) and the officers, directors, members, stockholders, partners, agents and employees (and any other individuals or entities with a functionally equivalent role of a person holding such titles, notwithstanding a lack of such title or any other title) of each such controlling individual or entity (each, an "Indemnified Party"), to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Losses"), as incurred, arising out of or relating to (1) any untrue or alleged untrue statement of a material fact contained in a Registration Statement, any related prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any such prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading or (2) any violation or alleged violation by the Corporation of the 1933 Act, the 1934 Act or any state securities law, or any rule or regulation thereunder, in connection with the performance of its obligations under this Section 6, except to the extent, but only to the extent, that (i) such untrue statements or omissions are based upon information regarding such holder of Registrable Securities furnished to the Corporation by such party for use therein. The Corporation shall notify each holder of Registrable Securities promptly of the institution, threat or assertion of any proceeding arising from or in connection with the transactions contemplated by this Section 6 of which the Corporation is aware.


(i) If the indemnification under Section 6(h) is unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless for any Losses, then the Corporation shall contribute to the amount paid or payable by such Indemnified Party, in such proportion as is appropriate to reflect the relative fault of the Corporation and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of the Corporation and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, the Corporation or the Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include any reasonable attorneys' or other fees or expenses incurred by such party in connection with any proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in Section 6(h) was available to such party in accordance with its terms. It is agreed that it would not be just and equitable if contribution pursuant to this Section 6(i) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding sentence. Notwithstanding the provisions of this Section 6(i), any holder of Registrable Securities shall not be required to contribute, in the aggregate, any amount in excess of the amount by which the net proceeds

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actually received by such party from the sale of all of their Registrable Securities pursuant to such Registration Statement or related prospectus exceeds the amount of any damages that such party has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment on the date indicated below.

SUPER CLOUD INC.
a Florida corporation

By: 
James Devericks
Chief Executive Officer

Date: November 15, 2017

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ANNEX A

SUPER CLOUD, INC.
NOTICE OF CONVERSION

(TO BE EXECUTED BY THE REGISTERED HOLDER IN ORDER TO CONVERT SHARES
OF SERIES B CONVERTIBLE PREFERRED STOCK)

The undersigned hereby elects to convert the number of shares of Series B Convertible Preferred Stock indicated below into shares of common stock, par value \$0.001 per share (the "Common Stock"), of SUPER CLOUD, INC., a Florida corporation (the "Corporation"), according to the conditions hereof, as of the date written below. If shares of Common Stock are to be issued in the name of a Person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as may be required by the Corporation. No fee will be charged to the Holders for any conversion, except for any such transfer taxes.

Conversion calculations:

Date to Effect Conversion: _____

Number of shares of Series B Preferred Stock owned prior to Conversion: _____

Number of shares of Series B Preferred Stock to be Converted: _____

Number of shares of Common Stock to be Issued: _____

Number of shares of Series B Preferred Stock subsequent to Conversion: _____

Address for Delivery:

[HOLDER]

By: _____

Name: _____

Title: _____

Date: _____