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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: GLOBALEX GROUP INC.

DOCUMENT NUMBER: P13000081473

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

Please return all correspondence concerning this matter to the following:

Jason Rabinovich

Name of Contact Person

Law Offices of Jason Rabinovich

Firm/ Company

1700 Market Street, Suite 1005

Address

Philadelphia, PA, 19103

City/ State and Zip Code

jasonrabinovich@jasonrabinovichlaw.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Oleg Sokolov

at (215)

715-5152

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
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

GLOBALEX GROUP INC.

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

P13000081473

(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:

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**)

C. Enter new mailing address, if applicable:

(Mailing address **MAY BE A POST OFFICE BOX**)

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 _____

(Florida street address)

New Registered Office Address: _____, Florida _____
(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

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) <u>X</u> Change	<u>P</u>	<u>Marat Snitkovsky</u>	<u>230-174th Street, Suite 1009</u>
<u> </u> Add			<u>Sunny Isles Beach, FL, 33160</u>
<u> </u> Remove			
2) <u> </u> Change	<u>V</u>	<u>Emil Finkel</u>	<u>29 Brianna Road</u>
<u>X</u> Add			<u>Holland, PA, 18966</u>
<u> </u> Remove			
3) <u> </u> Change			
<u> </u> Add			
<u> </u> Remove			
4) <u> </u> Change			
<u> </u> Add			
<u> </u> Remove			
5) <u> </u> Change			
<u> </u> Add			
<u> </u> Remove			
6) <u> </u> Change			
<u> </u> Add			
<u> </u> Remove			

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

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

The Corporation has issued more shares as per the amended articles of incorporation and has divided those shares

equally between the President and the Vice-President. The total amount of shares outstanding at this time is 500.

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)

October 30th, 2015

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 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)

☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

10/30/2015
Dated _____

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)

Marat Snitkovsky

(Typed or printed name of person signing)

President/Incorporator

(Title of person signing)

AMENDED ARTICLES OF INCORPORATION

The original Amended and Restated Articles of Incorporation of GLOBALEX GROUP INC. were filed with the Department of State of the State of Florida on October 2, 2013. The original Amended and Restated Articles of Incorporation are hereby amended and restated pursuant to Sections 607.0704, 607.1003 and 607.1007 of the Florida Business Corporation Act to read in its entirety as follows:

These AMENDED ARTICLES OF INCORPORATION, (hereinafter the "Agreement") of GLOBALEX GROUP INC, incorporated under the State of Florida (the "Company"), is made as of 02/21/2015, by and among Emil Finkel and Marat Snitkovsky, (hereinafter, the "Shareholders").

RECITALS:

WHEREAS, the Shareholders have agreed to enter into the Agreement to set forth their respective rights and obligations in connection with the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the individual entity signing the Agreement below, intending to be legally bound, agree as follow:

ARTICLE 1

Definitions

In this Agreement, the following terms shall have the meaning set forth below:

- 1.1 **"Capital Contribution"** shall mean any contribution by a Shareholder to the capital of the Company in property, assets, services, or in cash or a promissory note or other obligation to contribute property, assets, services or cash, whether initial or additional.
- 1.2 **"Cash Reserve"** shall mean any reasonable portion of the Net Profit or Capital Proceeds which the Shareholder, acting in accordance with the voting rules set forth in the Agreement, determine should not be distributed, but should be retained for the working capital purposes and other cash flow needs of the Company or its business.
- 1.3 **"Capital Proceeds"** shall mean the cash or other consideration received by the Company (including interest on installment payments or other compensation when received) as a result of a Major Capital Event.
- 1.4 **"Certificate"** shall mean the Articles of Incorporation as filed with Florida Department of Corporations on October 2, 2013.
- 1.5 **"Code"** shall mean the Internal Revenue Code of 1986, as amended, or any superseding federal revenue statute.
- 1.6 **"Corporate Assets"** shall mean all rights, titles, and interests of the Company in and to all or any portion of the assets of the Company and any property (tangible

- or intangible, including but not limited to any letters, patents, or other intellectual property) or estate acquired in exchange therefor or in connection therewith.
- 1.7 **"Distribution"** means any available cash and other property distributed to a Shareholder by the Company from the operations of the Company, provided that (subject to the provision of the Agreement regarding mandatory tax distributions provisions and Net Capital Proceeds), the Shareholders, acting unanimously, shall have the exclusive authority and power to determine the available of any such cash or property.
- 1.8 **"Major Capital Event"** shall mean (a) the sale, exchange or other disposition (whether voluntary or involuntary) of all or any substantial part of the Company Assets or any interest therein, excluding disposition thereof in the ordinary course of business, or (b) the recovery of damage awards or insurance proceeds and (c) a public offering, placement of financing upon the Company Assets other than (i) a traditional asset based revolving line of credits and (ii) debt of the Company intended to be used for working capital or otherwise to be retained by the Company, and any like events intended to monetize the Shareholder Interest.
- 1.9 **"Net Capital Proceeds"** shall mean the Capital Proceeds which remain after the application of cash to (a) the payment of the related transaction costs and expenses, (b) the repayment of debt of the Company which is required un the terms of any indebtedness of the Company, and (c) the establishment of Cash Reserves as approved by the Shareholders, acting in accordance with the voting rules set forth in the Agreement.
- 1.10 **"Person"** shall mean any corporation, governmental authority, limited liability company, partnership, trust, unincorporated association or other entity, any individual or association of individuals.
- 1.11 **"Transfer"** shall mean (i) as a noun, any voluntary or involuntary assignment, transfer, pledge, syndication, sale, hypothecation, contribution, gift, encumbrance, or other disposition or purported disposition, and (ii) as a verb, voluntarily or involuntarily to assign, transfer, pledge, syndicate, sell, hypothecate, contribute, gift, encumber or otherwise dispose of.

ARTICLE 2

Organization

- 2.1 **FORMATION.** The company was incorporated by executing and filing the Articles of Incorporation on October 2, 2013, with the office of the Florida Department of Corporations.
- 2.2 **NAME.** The name of the Company is Globalex Group Inc.
- 2.3 **Principal Place of Business; Office.** The location of the principal place of business of the Company shall be as stated in the Certificate or at a location selected by the Shareholders acting unanimously in a written resolution amending this Agreement. The registered office of the Company will be located at 230-174th Street, Suite 1009, Sunny Isles, FL, 33160, or any other place in the United States determined by the Shareholders. The Company shall qualify to do

business in any other state and may establish any other places of business, as the Shareholders may from time to time deem necessary or advisable

- 2.4 **Registered Agent.** The company shall continuously maintain a registered agent in the State of Florida as required by the Act. The registered agent shall be as stated in the Certificate or as otherwise designated by the Shareholders, acting unanimously in a written resolution amending this Agreement.
- 2.5 **Term.** The term of the Company shall continue until the Company is dissolved pursuant to the Agreement.
- 2.6 **Purpose.** The purpose of the Company shall be (i) to engage in the lawful business that the Shareholders may designate and (ii) to transact any and all lawful business that is incidental, necessary and appropriate to accomplish the foregoing.

ARTICLE 3

Shareholder: Contributions

- 3.1 **Shareholders.** There shall be one class of Shareholders' Interest, which shall have both the right to vote on all matters affecting the Company in accordance with the voting rules set forth in this Agreement and the economic right to allocations and distributions.
- 3.2 **Shareholders.** As of the date hereof, the Shareholders' Interest shall be held as follows:

Emil Finkel	-	250 Shares of Common Stock
Marat Snitkovsky	-	250 Shares of Common Stock

3.3 **Contributions of Shareholders.**

3.3.1 The Shareholders have made the following Capital Contributions to the Company:

Emil Finkel - \$98,000.00

Emil Finkel – Loan to the Company in the amount of \$270,000.00

Marat Snitkovsky - \$94,000.00 plus services

In addition to the aforementioned Capital Contributions, if agreed by the Shareholders acting unanimously, the Shareholders might make an additional

Capital Contribution, *pro rata* in proportion to their respective Shareholder Interest, in order to cover necessary cost incurred in connection with the Company, any associated legal fees, the costs of filing application on behalf of the Company, and other costs of doing the Company's business as deemed necessary by the Shareholders acting unanimously.

The Shareholders might make such additional Capital Contributions as the Shareholders, Acting Unanimously may deem necessary to fund the working capital needs of the Company.

3.3.2 No Shareholder shall be required to make any additional Capital Contributions other than as agreed pursuant to the written, unanimous resolution of the Shareholders. A Capital Account shall be maintained for each Shareholder ("**Capital Account**"). The Capital Accounts shall be credited with the initial and any additional Capital Contribution made by each Shareholder. Each Shareholder's Capital Account shall be increased by the value of the allocations to such Shareholder of the net profits of the Company ("**Net Profits**") and any other allocations to such Shareholder of income pursuant to the Code. Each Shareholder's Capital Account shall be decreased by the value of each Distribution made to the Shareholder by the Company, allocations to such Shareholder of net losses of the Company ("**Net Losses**") and other allocations to such Shareholders pursuant to the Code. Unless otherwise, specified herein, all allocations shall be made to the Shareholders proportionately to their respective Shareholder Interest in the Company.

3.3.3 The Shareholders might make their contributions to the Company in the form of services, the value of which shall be construed by unanimous written consent of the Shareholders, shall be expressed in U.S. dollars and shall be properly reflected in the Capital Account of each Shareholder.

3.3.5 **New Shareholders.** The Shareholders may issue additional capital and/or admit a new Shareholder or Shareholders, as the case may be, to the Company, only if such new Shareholders (i) are approved unanimously by the Shareholders; (ii) deliver to the Company his or her required Capital Contribution; (iii) agree, in writing to be bound by the terms of this Agreement by becoming a party hereto; and (iv) deliver such additional documentation as the Shareholders shall reasonably require to so admit such new Shareholders to the Company. Upon the admission of a new Shareholder or Shareholders, as the case may be, to the Company, the Capital Accounts of Shareholders, and the calculations that are based on the Capital Accounts, shall be adjusted appropriately.

ARTICLE 4

Voting; Management

- 4.1 **Power.** The Company shall be a Shareholder-Managed Corporation. Accordingly, within the authority granted by the applicable law and the terms of this Agreement, the Shareholders shall have the complete power and authority to manage and operate the company and make all decisions affecting its business and affairs. Except as otherwise provided herein or in written unanimous resolution of the Shareholders, all decisions and documents related to the management and operation of the Company shall be made and executed by the Shareholders.
- 4.2 **Delegation of Power.** Notwithstanding the voting rules set forth in section 4.1 above, it is hereby anticipated that certain aspects of the day-to-day activities of the Company and delegation of power shall be assigned to the oversight of individual Shareholders (or a Person(s) on their behalf) pursuant to a written unanimous resolution of the Shareholders. Notwithstanding anything to the contrary herein, it is hereby agreed that any such delegation of power to an individual Shareholder can be terminated and/or revoked at any time pursuant to a written resolution executed by the remaining Shareholders (i.e., the entire Shareholders other than the Shareholder in question). The Shareholders shall consult each other with a view to allocation operation authority in the most efficient manner.

It is hereby agreed that unless and until otherwise agreed in writing by the other Shareholders, that Marat Snitkovsky as President of the Company now has the right and authority to manage the day-to-day ordinary affairs of the Company pursuant to the employment agreement, including but not limited to the power to establish and maintain on or more bank accounts for the Company and handle ordinary course of business money transfers from and to such account(s), to execute and deliver ordinary course of business agreements, to hire and fire employees and/or agents of the Company, and to pay the ordinary course of business debts and liabilities of the Company.

Notwithstanding the foregoing or anything else to the contrary herein, the following matters will require unanimous approval of all Shareholders:

- (i) any material change to the Articles of Incorporation or Certificate of Organization;
- (ii) acquire on behalf of the Company any of the assets of, capital stock of, or any other interest in, another business or corporation, including merger, acquisitions or combination by or of the Company with another entity;
- (iii) sale or encumbrance of all or substantially all of the Assets of the Company;

- (iv) to the extent allowed by law, the discontinuance, winding up, dissolution or liquidation of the Company, or the commencement of any proceedings seeking reorganization or relief with respect to the Company under bankruptcy or similar laws;
- (v) materially change the business strategy of the Company or any subsidiary;
- (vi) make a Distribution;
- (vii) admit a new Shareholder or issue new Shareholder interest(s) or share(s) of stock;
- (viii) require the Shareholders to make any additional capital investment in the Company; or
- (ix) make purchases or incur obligations on behalf of the Company for an amount exceeding \$2,000.00.

4.3 **Meeting of Shareholders.** No regular, annual, special or other meetings of the Shareholders are required to be held. Any action, which may be taken at a meeting of Shareholders, may also be taken without a meeting by written consent in accordance with the Act. Meeting of the Shareholders, for any purpose, may be called at any time by any Shareholder. The Shareholders, acting unanimously, may designate any place as the place of meeting for any meeting of the Shareholders. The Shareholders may also agree to conduct any meeting through phone, Internet or other long distance conference means, provided however that any decision made or action taken at such long-distance meetings shall be effective only upon execution by all Shareholders of a written consent in lieu of a meeting and in accordance with the content of such written resolution.

4.4 **Notice of Meeting.** In the event that a meeting of the Shareholders is called, written notice, stating the place, day and hour of the meeting and the purpose for which the meeting is called shall be delivered not less than ten (10) but not more than sixty (60) business days before the date of the meeting unless otherwise provided, either personally or by mail, by or at the direction of the Shareholder(s) calling the meeting, to each Shareholder. Notice of a meeting need not be given to any Shareholder who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, proper thereto or at its commencement, the lack of notice to such Shareholder. Meeting may be held by phone, Internet or other long distance conference means. Notwithstanding anything to the contrary herein, the Shareholders shall be entitled, to the extent permitted by the Act or any other applicable law, to call for a meeting by providing the other Shareholders with a notice by email, or fax, in accordance with contact details specified in the list attached hereto as **Exhibit A** ("**Contact Information List**") (or such other contact details as a Shareholder may specify by notice given to the other Shareholders in conformance with the provisions of the Agreement) and any consent by the other Shareholders via email or fax shall have full force and effect.

The Shareholders have the designated contacts for perforating any long distance communication in the Contact Information List. Change or additions to the Contact Information List shall be produced in the form of a written notice in accordance with the provision of Section 10.5 of this Agreement.

ARTICLE 5

Allocations and Distributions

5.1 **Allocations of Profit and Losses.** Net losses shall be allocated in proportion to the positive balance in the Shareholder' Capital Accounts until such balances have been brought down to zero, and thereafter they shall be allocated to the Shareholders in proportion to their respective Shareholder Interest. New Profits shall be allocated first to the Shareholders to whom Net Losses have been allocated as provided in the preceding sentence, and thereafter the Net Profits shall be allocated to each Shareholder *pro rata* in proportion to their respective Shareholder Interest.

5.2 **Distributions.**

5.2.1 The Shareholders, acting in accordance with the voting rules set forth herein, from time to time, in the discretion (subject to the provision hereof regarding mandatory distributions), make Distributions to the Shareholders. Unless otherwise agreed or provided for herein, all Distributions shall be made to the Shareholders *pro rata* in proportion to their Shareholder Interest as of the record date established by the Shareholders for such Distribution. Net Capital Proceeds shall be distributed as soon as practicable but in any event within thirty (30) days after the date that such proceeds are received by the Company.

5.2.2 The Company shall distribute to each Shareholder, as a mandatory tax distribution, on or before the fifteenth (15th) day after each fiscal quarter, an amount equal to the Federal, state and local taxes payable on account of the Net Profits allocated to such Shareholder during the previous quarter, assuming the highest Federal and State or foreign jurisdiction tax rate. Such amount shall be determined by the Shareholders.

The Company shall withhold and pay over to the Internal Revenue Service or other applicable State or local taxing authority all taxes or withholdings, and all interest, penalties, additions to tax and similar liabilities in connection therewith or attributable thereto (hereinafter "**Withheld Taxes**") to the extent that such withholdings and/or payments is required by the Code or any other law, rule, regulation, including, without limitation, Sections 1441, 1442, 1445, or 1445 of the Internal Revenue Code and the applicable sections of the various State and local laws. The Shareholders shall determine in good faith to which Shareholders such Withheld Taxes are attributable. All amounts withheld pursuant to this Section with respect to any allocation, payment or distribution to any Shareholders shall be treated as amounts distributed to such Shareholders pursuant to the application provisions of this Agreement. If the amount payable to the Company is reduced because the person or entity paying that amount withholds and/or pays over to the Internal Revenue Service or

other application taxing authority any amount as a result of the status of a Shareholder, the Shareholder shall make such adjustments to amounts distributed and allocated among Shareholders as they determine to be fair and equitable. For example, if a portion of interest income earned by the Company is withheld by a payor and paid over to the Internal Revenue Service because a particular Partner is a non-US Person, the Shareholders may include such withheld and paid over amount in computed amounts available for distribution to the Shareholders pursuant to this Agreement shall treat such withheld and paid over amounts as if that amount were distributed to the Shareholders in Satisfaction of whose tax liability such amount was withheld and paid over.

- 5.3 **No Personal Liability.** No Shareholder shall be liable personally for the return of the Contribution of the Shareholders (independently of the Contribution's form – Capital, Material, Securities, IP, or Atypical) or any portion thereof, it being expressly understood that any such return shall be made solely from the Company Assets, nor shall any Shareholder be required to pay the Company or any Shareholder any deficit in any Shareholder's Capital Account upon dissolution or otherwise except as per any promissory note(s).
- 5.4 **No Interest.** No Shareholder shall receive any interest on such Shareholder's Contribution (independently of the Contribution's form – Capital, Material, Securities, IP, or Atypical (collectively the "**Contribution**")) or Capital Account.
- 5.5 **Offset.** The Company may offset all amounts owing to the Company by a Shareholder against any distribution to be made to such Shareholder

ARTICLE 6

Transfer and Sales

- 6.1 **Transfer of Shareholder Interest.** No Shareholder Interest shall be transferred except as provided in this Agreement. Any purported Transfer of Shareholder Interest of any Shareholder which is not in compliance with the Agreement, including but not limited to any and all prior Stock Purchase Agreement(s), shall be null and void and of no force or effect whatsoever.
- (a) Notwithstanding the foregoing, no Transfer of any Shareholder Interest shall become effective unless and until such transferee shall have agreed in writing to be bound by the terms of this Agreement and upon written approval of all current Shareholders. Notwithstanding anything to the contrary contained herein, no Shareholder shall Transfer any of his Shareholder Interest at any time if such action would constitute a violation of any Federal or state securities law or a breach of condition to any exemption from registration of the Shareholder Interest under any such laws or a breach of any undertaking or agreement of such Shareholder entered into pursuant to such laws or in connection with obtaining an exemption thereunder.

(b) Each Shareholder agrees, upon request of the other Shareholder(s) of the Company to execute such certificates or other document and perform such acts as the other Shareholder(s) reasonably deems appropriate to preserve the status of the Company as a corporation after the completion of any Transfers of Shareholder Interests of such Shareholder under the laws of the jurisdiction in which the company is conducting its operations.

(c) In the event any Shareholder Interest in the Company are Transferred in accordance with the terms of this Article 6, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the Shareholder Interest transferred.

- 6.2 **Bankruptcy or Death of a Shareholder.** The death or dissolution of any Shareholder adjudicated incompetence, bankruptcy of a Shareholder or the occurrence of any other event that terminated the continued Shareholder of any Shareholder shall not cause a dissolution of the Company, but the rights of such Shareholder shall, on the happening of such an event, devolve on its successor, administrator or other legal representative for the purpose of settling its estate or administering its property, subject to the terms and conditions of this Agreement, and the Company shall continue as incorporated. The deceased Shareholders' estate shall be entitled to that Shareholders interest(s) or stock(s).
- 6.3 **Right of First Refusal.** If any Shareholder (the "Selling Shareholder") desires to sell all or part of his Shareholder Interest to any unrelated third party (the "Offered Interest"), such Selling Shareholder shall first offer the Offered Interest to the other Shareholder(s) in writing, specifying the consideration offered by the third part and its identity. The other Shareholder (s) shall have thirty (30) days after receipt of such notice to notify the Selling Shareholder whether or not he or they wish to acquire the Offered Interest on the same terms and subject to the same conditions as offered to the Selling Shareholder by the third part. If the other Shareholder(s) desiring to acquire the Offered Interest cannot agree among themselves on the allocation of the Offered Interest among them, the allocation between the Shareholders desiring to acquire the Offered Interest will be *pro rata* to their holding in the Company.

The closing of the purchase and sale of the Offered Interest so acquired shall be consummated within sixty (60) days after the end of such thirty (30) day period. As closing, the selling Shareholders shall tender such Offered Interest free and clear of any lien, pledge, or security interest, and the purchasing Shareholder shall tender payment in cash or certified funds. If the other Shareholders do not exercise their right to acquire the Offered Interest, the Selling Shareholder may sell to the third party the Offered Interest.

- 6.4 **Tag-Along Rights.** Any Shareholder that did not exercise its right of first refusal may require the Selling Shareholder, in a sale following compliance with the provisions of Section 6.3 above, to include a "proportionate share" of its Shareholder Interest in the transaction, on the same economic terms and

conditions as apply to the Selling Shareholder (including but not limited to consideration). In such event, the Shareholder shall execute (i) any purchase or other agreement related to the sale and join in the representations and warranties set forth therein made by the Selling Shareholder, provided that the other Shareholders shall not be required to make any representations or warranty other than as to free and clear ownership of its Shareholder Interests, authority to enter into the transaction, absence of conflict with any contractual or other obligation, and any other representation or warranty related to its Shareholder Interest but not to the operation or business of the Company (including but not limited to its financial results, compliance with the law, assets and projected revenues), and (ii) such other documents, instruments, and agreements as the Selling Shareholder may reasonable deem necessary to effectuate and perfect the sale. "Proportionate share" means the percentage of the Selling Shareholder's Interest being sold in the transaction.

- 6.5 **Drag-Along Rights.** The selling Shareholder may require any Shareholder who did not exercise its right to first refusal or tag-along right as provided above, to Transfer a proportionate share of its Shareholder Interest along with the Selling Shareholder to the third party, on the same economic terms and conditions as apply to the Selling Shareholder (including but not limited to consideration) (any such Transfer, a "**Drag Along Sale**"), by giving written notice to the Company and all other Shareholders, at least twenty (20) days prior to the date of such proposed Transfer (the "**Drag-Along Notice**"). In such event, the provisions of section 6.4 related to the other Shareholders obligations to execute and join in the transaction documents shall apply.

ARTICLE 7

Indemnification

- 7.1 **Limitation of Liability.** No Shareholder of the Company shall be personally liable, responsible, or accountably in monetary damages or otherwise to the Company, or to any other Shareholder thereof, for any act or failure to act or for any mistake of judgment, unless such Shareholder has breached or failed to perform the duties of his office under the Act or this Agreement and the breach or failure to perform constitutes self-dealing, willful misconduct, or recklessness. The provision of the immediately preceding sentence shall not apply to (a) the responsibility or liability of a Shareholder pursuant to any criminal statute or (b) the liability of a Shareholder for payment of taxes pursuant to federal, state or local law.
- 7.2 **Indemnification.** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless any Shareholder (each being referred to as a "**Indemnitee**") who was or is a party (other than a party plaintiff suing on his own behalf), or who is threatened to be made such a party, to any investigative (including an action by or in the right of the Company) arising out of, or in connection with, any actual or alleged act or omission by an Indemnitee is or was

a Shareholder, against expenses (including attorney's fees), judgments, fines, excise tax and amounts paid in settlement actually and reasonably incurred by the Indemnitee in connection with such action, suit or proceeding if the Indemnitee met the standard of conduct of (i) acting in good faith and in a manner the Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company; (ii) acting in a manner the Indemnitee reasonably believed to be within the authority granted to the Indemnitee under the Agreement or under the due-process defined by this Agreement; and (iii) with respect to any criminal proceeding, having no reasonable cause to believe the Indemnitee's conduct was unlawful. The termination of any action or proceeding by judgment, order, settlement or conviction or upon a plea of *nolo contendere* or its equivalent shall not of itself create a presumption that the Indemnitee did not act in good faith and in a manner that the Indemnitee reasonably believed to be in, or not opposed to, the best interest of the Company and within the authority granted to the Indemnitee under this Agreement or under the due-process defined by this Agreement, and, with respect to any criminal proceeding, had reasonable cause to believe his conduct was unlawful.

- 7.3 **Insurance.** The Company may purchase and maintain insurance on behalf of any person who is or was a Shareholder, manager, or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another domestic or foreign corporations for profit or not-for-profit, partnership, joint venture or other legal entity against any liability asserted against such person and incurred by him in any such capacity, or arising out of his status as such, whether or not the Company would have the power to indemnify him against that liability under the provision of Article 7.

ARTICLE 8

Taxes

- 8.1 **Tax Returns.** The Shareholders shall cause to be prepared and filed all necessary federal, state and local income tax returns for the Company. Marat Snitkovsky will serve as the "tax matters partner" of the Company pursuant to Section 6231(a)(7) of the Code. The tax matters partner shall take any action as may be necessary to cause each other Shareholder to become a "notice partner" within the means of Section 6223 of the Code.
- 8.2 **Books and Records.** The Company shall keep its books and records of accounts and minutes of all meetings of the Shareholders. Such books and records shall be maintained in accordance with this Agreement and generally accepted account principles.
- 8.3 **Information.** Each Shareholder may inspect, during ordinary business hours and at the principal place of business of the Company:
- (a) the books and records of the Company;

- (b) the minutes of any meeting of the Shareholder;
- (c) a current list in alphabetical order of the full name and the last known street address of each Shareholder;
- (d) copies of the Certificate and this Agreement and all amendments thereto;
- (e) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent fiscal years;
- (f) copies of any financial statement of the Company for the three most recent fiscal years.

ARTICLE 9

Dissolution

- 9.1 **Dissolution.** The Company shall be dissolved and its affairs shall be wound up upon the first to occur of the following:
- (a) the latest date on which the Company is to dissolve, if any, as set for in the Certificate and;
 - (b) the vote or written consent of the Shareholders acting unanimously.
- 9.2 **Winding Up.** Upon the dissolution of the Company, the Shareholders may, in the name of, and for and on behalf of the Company, prosecute and defend suits, whether civil, criminal, administrative, sell and close the Company's business, dispose of and convey the Company's property, discharge the Company's liabilities and distribute to the Shareholder any remaining assets which shall be distributed as follows: (a) to creditors, including any Shareholder who is a creditor, to the extent permitted by law, in satisfaction of liabilities of the Company, whether by payment or by establishment of adequate reserves, other than liabilities for distribution to Shareholder under the applicable law; (b) to Shareholders and former Shareholders in satisfaction of liabilities for Distribution under the applicable law and (c) to Shareholders, first *pro rata* based on the respective balance in the Capital Account, and thereafter in proportion to their respective Shareholder Interests.
- 9.3 **Certificate of Distribution.** Within ninety (90) days following the dissolution and commencement of winding up of the Company, or at any other time that there are no Shareholder, certificate of dissolutions shall be filed with the Department of state pursuant to the Act.
- 9.2 **Termination.** Upon completion of the dissolution, winding up, liquidation, and distribution of the assets of the Company, the Company shall be deemed terminated.

ARTICLE 10

General Provisions

- 10.1 **Entire Agreement.** This Agreement contain the entire agreement of the parties and supersedes all prior or contemporaneous written or oral negotiation, correspondences, understanding and agreements between or among the parties, regarding the subject matter hereof.
- 10.2 **Further Assurances.** Each Shareholder shall provide such further information with respect to the Shareholder as the Company may reasonably request, and shall execute such other and further certificates, instruments and other documents, as may be necessary and proper to implement, complete and perfect the transactions contemplated by this Agreement.
- 10.3 **Heading; Gender; Number; Reference.** The heading of this Article and Sections hereof are solely for convenience or reference and are not part of this Agreement. As used herein, each gender included each other genders, the singular included the plural and vice versa, as the context may require. All reference to Articles, Sections and subsections are intended to reference to Article, Sections and subsections of this Agreement, except as otherwise indicated.
- 10.4 **Severability.** If any term or provision of this Agreement or the application thereof to any Person or circumstances shall be held invalid or unenforceable, the remaining terms and provision hereof and the application of such terms or provisions to Persons or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby.
- 10.5 **Notices.** Any notice or other communication required or permitted to be given hereunder shall be in writing, and shall be given by prepaid registered mail, by facsimile or other means of electronic communication (including email) or by hand-delivery to the addresses shown for each Shareholder in the Contact Information List, attached hereto as **Exhibit A**. From time to time, Shareholders may specify other addresses by notice given in conformance with these provisions to the other Shareholders, and the Contact Information List shall be amended according. Any such notice or other communication sent by facsimile or other means of electronic transmission shall be deem to have been received on the business day following the sending.
- 10.6 **Amendments and Prior Agreements.** No amendments to this Agreement shall be effective unless made in writing and approved by the Shareholder. Any and all prior Stock Purchase Agreement(s) and Agreement(s) of Shareholders shall be deemed null and void and have no effect immediately after the execution of these Amended and Restated Articles of Incorporation.
- 10.7 **Waiver.** No failure of a Shareholder to exercise, and no delay by a Shareholder in exercising, any right or remedy under this Agreement shall constitute a waiver of such right or remedy. No waiver by a Shareholder of any such right or remedy shall be effective unless made in a writing duly executed by all Shareholders and specifically referring to each such right or remedy being waived.

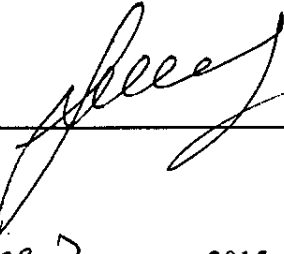
- 10.8 **Successor and Assigns.** Except as otherwise provided herein, all of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective transferees, if any; provided, however, that no Transfer of any Shareholder Interest by any Shareholder shall be made except as in accordance with the provisions of **Article 6** hereof.
- 10.9 **Governing Law.** The Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida, without regard to conflicts of laws. To the extent that any provisions of this Agreement is inconsistent with any provisions of states law, the Agreement shall govern to the extent permitted by the Act.
- 10.10 **Dispute Resolution; Venue.** The Shareholders agree that in the event of any dispute of disagreement solely between or among any of them arising out of, relation it or in connection with this Agreement or the Company or its organization, formation, business of management (herein the “**Dispute**”), the Shareholders shall use their best efforts to resolved such dispute by good faith efforts and mutual agreement. The Shareholders shall meet at a mutually convenient time and place to resolve any such dispute. However, in the event that the Shareholders are unable to resolved the Shareholder Dispute, each of the parties hereto (a) consent to submit itself to the exclusive jurisdiction of the United States District Court locating in the City of Sunny Isles, Florida and as to those lawsuits as to which the Federal Court of the United State lack subject matter jurisdiction, in the courts of City Sunny Isles or Miami-Dade, (b) agrees that it will not refuse, deny or defeat such personal jurisdiction by motion or other request for leave from such a matter, and hereby waives all defenses of lack of personal jurisdiction and forum non-convenience and to the fullest extent permitted by law, consents to service being made through the notice procedures put forth in Section 10.5 above. Each party hereto hereby agrees that, to the fullest extent personal jurisdiction law, service of process, summon, notice or documents by registered mail to the Shareholders addresses set for in the Contact Information List shall be effective service of process for hearing or proceeding in connection with this Agreement or the transactions contemplated hereby.
- 10.11 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which constitutes an original, but all of which taken together shall constitute on and the same in totality. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission shall be effective as a delivery of a manually executed signature page hereto.

IN WITNESS WHEREOF, the parties signing this Agreement below conclusively evidenced by agreement to the terms and conditions of this Agreement by so signing this Agreement.

Marat Snitkovsky, Shareholder

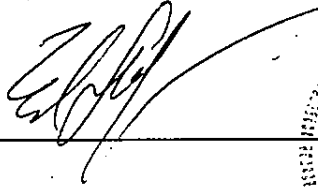


Emil Finkel, Shareholder

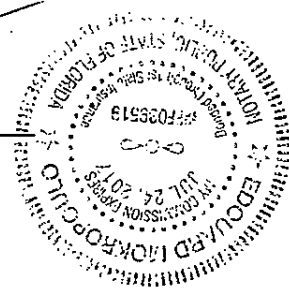


Dated: 30 day of October, 2015.

Notary Public's Signature: _____



Notary Public's Seal:



List of Shareholder:

MARAT SNITKOVSKY
230-174TH STREET
SUITE 1009
SUNNY ISLES BEACH, FL 33160
Email: msmarlin2004@yahoo.com

EMIL FINKEL
29 Brianna Rd
Holland PA 18966
Email: EZFINKEL@GMAIL.COM