

P14000059119

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

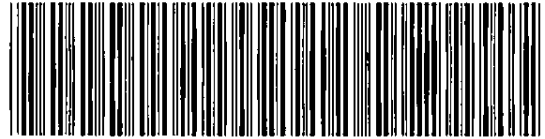
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



000429179630

Amend

05/07/24 -01013--000 **35.00

FILED
2024 MAY -7 AM 10:33

A. RAMSEY
MAY 30 2024

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Alpha Modus, Corp

DOCUMENT NUMBER: P14000059119

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

Please return all correspondence concerning this matter to the following:

William Alessi
Name of Contact Person
Alpha Modus, Corp
Firm/ Company
20311 Chartwell Center Drive, #1469
Address
Cornelius, NC 28031
City/ State and Zip Code
balessi@alphamodus.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

William Alessi at (704) 790-9799
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:

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed) | <input type="checkbox"/> \$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

FILED

ALPHA MODUS, CORP.

2024 MAY -7 AM 10:30

ARTICLES OF AMENDMENT CLASSIFYING THE PREFERENCES,
LIMITATIONS, AND RELATIVE RIGHTS
OF
SERIES C REDEEMABLE CONVERTIBLE PREFERRED STOCK

Pursuant to Section 607.0602 of the Florida Business Corporation Act (the "FBCA"), Alpha Modus, Corp., a company organized and existing under the State of Florida (the "Corporation").

DOES HEREBY CERTIFY that the Board of Directors, by unanimous written consent of all members of the Board of Directors on April 30, 2024, duly adopted these Articles of Amendment Classifying the Preferences, Limitations, and Relative Rights of Series C Redeemable Convertible Preferred Stock, by adoption of a resolution which reads as follows:

WHEREAS, the Articles of Incorporation of the Corporation provide for a class of its authorized stock known as preferred stock, comprised of 10,000,000 shares, \$0.0001 par value per share (the "Preferred Stock"), issuable from time to time in one or more series;

WHEREAS, the Board of Directors of the Corporation is authorized to fix the dividend rights, dividend rate, powers, voting rights, conversion rights, rights and terms of redemption and liquidation preferences of any wholly unissued series of Preferred Stock and the number of shares constituting any Series and the designation thereof, of any of them, and to reclassify any unissued shares of any class or series of Preferred Stock into one or more classes or into one or more series within a class pursuant to Section 607.0602(1);

WHEREAS, the Corporation previously designated 5,100,000 shares of Preferred Stock as Series A Preferred Stock, and 10 shares of Preferred Stock as Series B Preferred Stock, but no shares of Series A Preferred Stock or Series B Preferred Stock are issued or outstanding, and the Board of Directors of the Corporation now desires to reclassify all authorized but unissued shares of Series A Preferred Stock and Series B Preferred Stock as Series C Preferred Stock as set forth herein;

WHEREAS, it is the desire of the Board of Directors of the Corporation, pursuant to its authority as aforesaid and as set forth in these Articles of Amendment Classifying the Preferences, Limitations, and Relative Rights of Series C Redeemable Convertible Preferred Stock (the "Designation"), to designate the rights, preferences, restrictions and other matters relating to the Series C Redeemable Convertible Preferred Stock, which will consist of up to 10,000,000 shares of the Preferred Stock which the Corporation has the authority to issue, as follows:

NOW, THEREFORE, BE IT RESOLVED, that the Articles of Incorporation of the Corporation shall be amended as follows:

The Article titled, "THIRD: Capital Stock," is hereby amended to replace "Section 3.4 Series A Convertible Preferred Stock," and "Section 3.5 Series B Preferred Stock" in their entirety as follows:

3.4. Series C Preferred Stock.

A. Designation and Amount. A series of Preferred Stock is hereby designated as the Corporation's Series C Redeemable Convertible Preferred Stock, par value of \$0.001 per share (the "**Series C Preferred Stock**"), the number of shares of which so designated are 10,000,000 shares of Series C Preferred Stock; which Series C Preferred Stock will not be subject to increase without any consent of the holders of the Series C Preferred Stock (each a "**Holder**" and collectively, the "**Holders**") that may be required by applicable law.

B. Ranking and Voting.

1. Ranking. The Series C Preferred Stock will, with respect to dividend rights and rights upon liquidation, winding-up or dissolution, rank: (a) senior to the Corporation's Common Stock, \$0.001 par value per share ("**Common Stock**"); (b) senior to any other series or class of Preferred Stock; and (c) junior to all existing and future indebtedness of the Corporation. Without the prior written consent of the Holders of a majority of the outstanding shares of Series C Preferred Stock (voting separately as a single class), the Corporation may not issue any additional shares of Series C Preferred Stock, or any other Preferred Stock that is pari passu or senior to the Series C Preferred Stock with respect to any rights.

2. Voting. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Series C Preferred Stock shall be entitled to cast one vote for each share of Series C Preferred Stock held. Except as provided by law or by the other provisions of this Designation, holders of Series C Preferred Stock shall vote together with the holders of Common Stock as a single class.

C. Dividends. The Series C Preferred Stock shall be treated (a) senior with respect to any other series or class of Preferred Stock, and (b) pari passu with the Common Stock except that the dividend on each share of Series C Preferred Stock shall be equal to the amount of the dividend declared and paid on each share of Common Stock multiplied by the Face Value and then divided by the deemed Conversion Price as if the Series C Preferred Stock was converted into Common Stock on the declaration date in accordance with **Section I.G.**

D. Protective Provision.

1. So long as any shares of Series C Preferred Stock are outstanding, the Corporation will not, without the affirmative approval of the Holders of a majority of the shares of the Series C Preferred Stock then outstanding (voting separately as one class), (i) alter or change adversely the powers, preferences or rights given to the Series C Preferred Stock or alter or amend this Designation, (ii) authorize or create any class of stock ranking as to distribution of dividends senior to the Series C Preferred Stock, (iii) amend its certificate of incorporation or other charter documents in breach of any of the provisions hereof, (iv) increase the authorized number of shares of Series C Preferred Stock, or (v) enter into any agreement with respect to the foregoing.

2. A **"Deemed Liquidation Event"** will mean: (a) a merger or consolidation in which the Corporation is a constituent party or a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation, except (i) any such merger or consolidation involving the Corporation or a subsidiary in which the Corporation is the surviving or resulting corporation, (ii) any merger effected exclusively to change the domicile of the Corporation, (iii) any transaction or series of transactions in which the holders of the voting securities of the Corporation outstanding immediately prior to such transaction continue to retain more than 50% of the total voting power of such surviving entity, or (iv) the Merger; (b) the Corporation issues convertible or equity securities that are senior to the Series C Preferred Stock in any respect; (c) Holder does not receive the number of Conversion Shares stated in a Conversion Notice within 5 Trading Days of the Notice Time, due to the occurrence of an event that is solely within the control of the Corporation and excluding any event that is not solely within the control of the Corporation; (d) trading of the Common Stock is halted or suspended by the Trading Market or any U.S. governmental agency for 10 or more consecutive trading days, due to the occurrence of an event that is solely within the control of the Corporation and excluding any event that is not solely within the control of the Corporation; or (e) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where one or more Holders initiate consideration of and vote upon a proposal for such sale, lease, transfer, exclusive license or other disposition, or it is to a wholly owned subsidiary of the Corporation, other than the Merger and except otherwise agreed to by holders holding a majority of the then outstanding Series C Preferred Stock.

3. The Corporation will not have the power to close or effect a voluntary Deemed Liquidation Event unless the agreement or plan of merger or consolidation for such transaction provides that the consideration payable to the stockholders of the Corporation will be allocated among the holders of capital stock of the Corporation in accordance with **Section I.E.** and the required amount is paid to

Holder prior to or upon closing, effectuation or occurrence of the Deemed Liquidation Event.

E. Liquidation.

1. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after payment or provision for payment of debts and other liabilities of the Corporation, prior to any distribution or payment made to the holders of other Preferred Stock (that is not Series C Preferred Stock) or Common Stock by reason of their ownership thereof, the Holders of Series C Preferred Stock will be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders an amount with respect to each share of Series C Preferred Stock equal to \$10.00 (the "**Face Value**"), plus an amount equal to any accrued but unpaid dividends thereon (collectively with the Face Value, the "**Liquidation Value**").

2. If, upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the amounts payable with respect to the shares of Series C Preferred Stock are not paid in full, the holders of shares of Series C Preferred Stock shall be paid 100% of the amounts payable to the Corporation's equity holders in such liquidation, dissolution or winding up of the Corporation.

3. If, upon any liquidation, dissolution or winding up of the Corporation, the assets of the Corporation will be insufficient to make payment in full to all Holders, then the assets distributable to the Holders will be distributed among the Holders at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

F. Redemption.

1. **Mandatory Redemption.** If the Corporation determines to liquidate, dissolve or wind-up its business and affairs, or upon closing or occurrence of any Deemed Liquidation Event or Trigger Event, the Corporation will redeem all of the Series C Preferred Stock for cash, by wire transfer of immediately available funds to an account designated by Holder, in an amount equal to the Liquidation Value. Notwithstanding any other provision, the Corporation will not be required to redeem any shares of Series C Preferred Stock for cash solely because the Corporation does not have sufficient authorized but unissued shares of Common Stock to issue upon receipt of a Conversion Notice, or for any other reason that is not solely within the control of the Corporation. All amounts that are required or permitted to be paid in cash pursuant to this Designation will be paid by wire transfer of immediately available funds to an account designated by Holder.

2. **Mechanics of Redemption.** In order to redeem any of the Holders' Series C Preferred Stock then outstanding, the Corporation must deliver written notice (each a "**Redemption Notice**") to each Holder setting forth (a) the number of shares of Series C Preferred Stock that the Corporation is redeeming, (b) the Liquidation

Value, and (c) the amount paid. Upon receipt of full payment in cash for a complete redemption, each Holder will promptly submit to the Corporation such Holder's Series C Preferred Stock certificates. The Redemption Notice will be delivered at least 30 Trading Days prior to payment. For the avoidance of doubt, the delivery of a Redemption Notice will not affect Holder's rights under **Section 1.G** until after receipt of cash payment by Holder at the required time.

G. Conversion.

1. Mechanics of Conversion.

a. One or more shares of the Series C Preferred Stock may be converted, in part or in whole, into shares of Common Stock, at any time or times after the date of the issuance of any shares of Series C Preferred Stock (each respectively an "**Issuance Date**"), in the sole and absolute discretion of Holder by delivery of one or more written notices to the Corporation or its transfer agent (each a "**Conversion Notice**") of the Holder's election to convert any or all of its shares of Series C Preferred Stock, subject to the following limitations: the Holder shall not convert any of its Series C Preferred Stock during the 18 months following the closing of the Merger, and provided that such limitation shall not apply following the occurrence of any Trigger Event.

b. Each Conversion Notice will set forth the number of shares of Series C Preferred Stock being converted, the applicable Conversion Price, the number of Conversion Shares to be delivered as of the time the Conversion Notice is given (the "**Notice Time**"), and the calculation thereof.

c. As soon as practicable, and in any event within 1 Trading Day of the Notice Time, time being of the essence, the Corporation will do all of the following: (i) transmit the Conversion Notice by electronic mail to the Corporation's transfer agent (the "**Transfer Agent**") with instructions to comply with the Conversion Notice, copying the Holder; (ii) either (A) if the Corporation is approved through The Depository Trust Corporation ("**DTC**"), authorize and instruct the credit by the Transfer Agent of the aggregate number of Conversion Shares set forth in the Conversion Notice, to Holder's or its designee's balance account with the DTC Fast Automated Securities Transfer (FAST) Program, through its Deposit/Withdrawal at Custodian (DWAC) system, or (B) only if the Corporation is not approved through DTC, issue and surrender to a common carrier for overnight delivery to the address as specified in the Conversion Notice a certificate registered in the name of Holder or its designee, for the number of Conversion Shares set forth in the Conversion Notice, bearing no restrictive legend unless a registration statement covering the Conversion Shares is not effective and neither Corporation nor Holder provides an opinion of counsel to the effect that Conversion Shares may be issued without restrictive legend; and (iii) if it contends that the Conversion Notice is in any way incorrect, a through explanation of why and its own calculation, or the Conversion Notice will conclusively be deemed correct for all

purposes. The Corporation will at all times diligently take or cause to be taken all actions reasonably necessary to cause the Conversion Shares to be issued as soon as practicable.

d. If the Corporation for any reason, other than not having sufficient authorized and unissued shares, solely within the control of the Corporation and excluding any event that is not solely within the control of the Corporation, does not issue or cause to be issued to the Holder within 3 Trading Days after the date of a Conversion Notice, the number of Conversion Shares stated in the Conversion Notice, then, in addition to all other remedies available to the Holder, as liquidated damages and not as a penalty, the Corporation will pay in cash to the Holder on each day after such third Trading Day that the issuance of such Conversion Shares is not timely effected an amount equal to 2% of the product of (i) the aggregate number of Conversion Shares not issued to the Holder on a timely basis and to which the Holder is entitled, and (ii) the highest Closing Price of the Common Stock between the date on which the Corporation should have issued such shares to the Holder and the actual date of receipt of Conversion Shares by Holder. It is intended that the foregoing will serve to reasonably compensate Holder for any delay in delivery of Conversion Shares, and not as punishment for any breach by the Corporation. The Corporation acknowledges that the actual damages likely to result from delay in delivery are difficult to estimate and would be difficult for Holder to prove.

e. Notwithstanding any other provision herein, all of the requirements of **Section I.F** and this **Section I.G** are each independent covenants; if it has sufficient authorized and unissued shares, the Corporation's obligations to issue and deliver Conversion Shares upon any Conversion Notice are absolute, unconditional and irrevocable; any breach or alleged breach of any representation or agreement, or any violation or alleged violation of any law or regulation, by any party or any other person will not excuse full and timely performance of any of the Corporation's obligations under these sections; and under no circumstances may the Corporation seek or obtain any temporary, interim or preliminary injunctive or equitable relief to prevent or interfere with any issuance of Conversion Shares to Holder.

g. If for any reason whatsoever, other than not having sufficient authorized and unissued shares, Holder does not timely receive the number of Conversion Shares stated in any Conversion Notice, Holder will be entitled to a compulsory remedy of immediate specific performance, temporary, interim and, preliminary and final injunctive relief requiring Corporation and its transfer agent, attorneys, officers and directors to immediately issue and deliver the number of Conversion Shares stated by Holder, which requirement will not be stayed for any reason, without the necessity of posting any bond, and which Corporation may not seek to stay or appeal.

h. No fractional shares of Common Stock are to be issued upon conversion of Series C Preferred Stock, but rather the Corporation will issue to Holder scrip or warrants registered on the books of the Corporation (certificated or uncertificated) which will entitle Holder to receive a full share upon the surrender of such

scrip or warrants aggregating a full share. The Holder will not be required to deliver the original certificates for the Series C Preferred Stock in order to effect a conversion hereunder. The Corporation will pay any and all taxes which may be payable with respect to the issuance and delivery of any Conversion Shares.

2. **Holder Conversion.** In the event of a conversion of any Series C Preferred Stock pursuant to a Conversion Notice, the Corporation will issue to the Holder of such Series C Preferred Stock a number of Conversion Shares equal to (i) the Face Value, multiplied by (ii) the number of such Series C Preferred Stock subject to the Holder Conversion Notice, divided by (iii) the applicable Conversion Price with respect to such Series C Preferred Stock; all in accordance with the procedures and limitations set forth in **Section I.G.1.**

3. **Stock Splits.** If the Corporation at any time on or after the filing of this Designation subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding shares of Common Stock into a greater number of shares, the applicable Face Value, Conversion Price, and other share based metrics in effect immediately prior to such subdivision will be proportionately reduced and the number of shares of Common Stock issuable will be proportionately increased. If the Corporation at any time on or after such Issuance Date combines (by combination, reverse stock split or otherwise) one or more classes of its outstanding shares of Common Stock into a smaller number of shares, the applicable Conversion Price, and other share based metrics in effect immediately prior to such combination will be proportionately increased and the number of Conversion Shares will be proportionately decreased. Any adjustment under this Section will become effective at the close of business on the date the subdivision or combination becomes effective.

5. **Rights.** In addition to any adjustments pursuant to **Section I.G.3.**, if at any time the Corporation grants, issues or sells any options, convertible securities or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the "**Purchase Rights**"), then Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which Holder could have acquired if Holder had held the number of shares of Common Stock acquirable upon conversion of all Preferred Stock held by Holder immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

6. **Notices.** The holders of shares of Series C Preferred Stock are entitled to the same rights as the holders of Common Stock with respect to rights to receive notices, reports and audited accounts from the Corporation and with respect to attending stockholder meetings.

7. **Definitions.** The following terms will have the following meanings:

a. **"Closing Price"** means, for any security as of any date, the last closing bid price for such security on the Trading Market, or, if the Trading Market begins to operate on an extended hours basis and does not designate the closing bid price, then the last bid price of such security prior to 4:00 p.m., Eastern time, or, if the Trading Market is not the principal securities exchange or trading market for such security, the last closing bid price of such security on the principal securities exchange or trading market where such security is listed or traded, or if the foregoing do not apply, the last closing bid price of such security in the over-the-counter market on the electronic bulletin board for such security, or, if no closing bid price is reported for such security, the average of the bid prices of any market makers for such security as reported in the "pink sheets" by OTC Markets Group Inc.

b. **"Conversion Price"** means a price per share of Common Stock equal to, the lesser of (i) the Face Value, or (ii) if there has never been a Trigger Event (as defined in Section I.H below), (A) 100% of the average of the 5 lowest Closing Prices of the Common Stock on the Trading Market during the applicable Measurement Period, not to exceed 100% of the lowest sales price on the last day of such Measurement Period, or (B) following any Trigger Event, 50.0% of the average of the lowest Closing Prices of the Common Stock on the Trading Market during the applicable Measurement Period, not to exceed 50.0% of the lowest sales price on the last day of such Measurement Period. In no event will the Conversion Price be below the par value per share applicable to the Common Stock.

c. **"Conversion Shares"** means all shares of Common Stock that are required to be or may be issued upon conversion of Series C Preferred Stock.

d. **"Measurement Period"** means the 10 Trading Days prior to the Notice Time.

e. **"Merger"** means any combination, through any sale of securities or merger, between the Corporation and Insight Acquisition Corp., a Delaware corporation, or its affiliates.

f. **"Stock Purchase Agreement"** means the Stock Purchase Agreement or other agreement pursuant to which any share of Series C Preferred Stock is issued, including all exhibits thereto and all related Transaction Documents as defined therein.

g. **"Trading Day"** means any day on which the Common Stock is traded on the Trading Market.

h. **"Trading Market"** means the Nasdaq Global Market or whatever is at the applicable time the principal U.S. trading exchange or market for the Common Stock. All Trading Market data will be measured as provided by the appropriate

function of the Bloomberg Professional service of Bloomberg Financial Markets or its successor performing similar functions.

i. **“Transaction Documents”** means the Stock Purchase Agreement, as amended from time to time, and all documents ancillary thereto.

8. Issuance Limitation.

a. **Principal Market Regulation.** The Corporation will not issue any Conversion Shares under this Designation if the issuance would exceed the aggregate number of shares of Common Stock the Corporation may issue without breaching any obligations it may have under Nasdaq, NYSE American, or similar securities exchange rules, except that such limitation will not apply following stockholder approval in accordance with the requirements of the Nasdaq or other relevant securities exchange rules, or a waiver from the securities exchange (“**Approval**”).

9. **Limitation on Conversion.** Notwithstanding any other provision of this Designation, available authorized and unissued shares of Common Stock will be a limit and cap on the maximum number of common shares that could be potentially issuable with respect to all conversions and other events that are not solely within the control of the Corporation. The Corporation will at all times use its best efforts to authorize sufficient shares. The number of shares required to settle the excess obligation is fixed on the date that net share settlement occurs. All provisions of this Designation will be interpreted so that net share settlement is within the control of the Corporation.

H. Trigger Event.

1. Any occurrence of any one or more of the following will constitute a “**Trigger Event**”:

a. Holder does not timely receive the number of Conversion Shares stated in any Conversion Notice pursuant to this Designation or any other agreement with Holder for any reason whatsoever, time being of the essence, including without limitation the issuance of restricted shares if counsel for Corporation or Holder provides a legal opinion that shares may be issued without restrictive legend;

b. Any violation of or failure to timely perform any covenant or provision of this Designation, the Stock Purchase Agreement, any Transaction Document or any other agreement with Holder, related to payment of cash, registration or delivery of Conversion Shares, time being of the essence;

c. Any violation of or failure to perform any covenant or provision of this Designation, the Stock Purchase Agreement, any Transaction Document or any other agreement with Holder, which in the case of a default that is curable, is not

related to payment of cash, registration or delivery of Conversion Shares, and has not occurred before, and is not cured within 5 Trading Days of written notice thereof;

d. Any representation or warranty made in the Stock Purchase Agreement, any Transaction Document or any other agreement with Holder will be untrue, incorrect, or misleading in any material respect as of the date when made or deemed made;

e. After the Corporation's Common Stock first becomes listed on the Trading Market, the suspension from trading or the failure of the Common Stock to be trading or listed on the Trading Market;

f. The Corporation notifies Holder, including without limitation, by way of public announcement or through any of its attorneys, agents or representatives, of its intention not to comply, as required, with a Conversion Notice pursuant to this Designation or any other agreement with Holder, at any time, including without limitation any objection or instruction to its transfer agent not to comply with any notice from Holder;

g. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings for the relief of debtors will be instituted by or against the Corporation or any subsidiary, and, if instituted against the Corporation or any subsidiary by a third party, an order for relief is entered or the proceedings are not dismissed within 30 days of their initiation;

h. The appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, or other similar official of the Corporation or any subsidiary or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the execution of a composition of debts, or the occurrence of any other similar federal, state or foreign proceeding, or the admission by it in writing of its inability to pay its debts generally as they become due, the taking of corporate action by the Corporation or any subsidiary in furtherance of any such action or the taking of any action by any person to commence a foreclosure sale or any other similar action under any applicable law;

i. A final judgment or judgments for the payment of money aggregating in excess of \$500,000 are rendered against the Corporation or any of its subsidiaries and are not stayed or satisfied within 30 days of entry;

j. The Corporation does not for any reason timely comply with the reporting requirements of the Securities Exchange Act of 1934, as amended, and the regulations promulgated thereunder, including without limitation timely filing when first due all periodic reports;

k. Any regulatory, administrative or enforcement proceeding is initiated against Corporation or any subsidiary (except to the extent an adverse

determination would not have a material adverse effect on the Corporation's business, properties, assets, financial condition or results of operations or prevent the performance by the Corporation of any material obligation under the Transaction Documents); or

1. Any material provision of this Designation shall at any time for any reason, other than pursuant to the express terms thereof, cease to be valid and binding on or enforceable against the parties thereto, or the validity or enforceability thereof will be contested by any party thereto, or a proceeding will be commenced by the Corporation or any subsidiary or any governmental authority having jurisdiction over any of them, seeking to establish the invalidity or unenforceability thereof, or the Corporation or any subsidiary denies that it has any liability or obligation purported to be created under this Designation.

2. It is intended that all adjustments made following a Trigger Event will serve to reasonably compensate Holder for the consequences and increased risk following a Trigger Event, and not as a penalty or punishment for any breach by the Corporation. The Corporation acknowledges that the actual damages likely to result from a Trigger Event are difficult to estimate and would be difficult for Holder to prove.

II. General.

A. **Notices.** Any and all notices to the Corporation will be addressed to the Corporation's Chief Executive Officer at the Corporation's principal place of business on file with the Secretary of State of the State of Florida. Any and all notices or other communications or deliveries to be provided by the Corporation to any Holder hereunder will be in writing and delivered personally, by electronic mail or facsimile, sent by a nationally recognized overnight courier service addressed to each Holder at the electronic mail, facsimile telephone number or address of such Holder appearing on the books of the Corporation, or if no such electronic mail, facsimile telephone number or address appears, at the principal place of business of the Holder. Any notice or other communication or deliveries hereunder will be deemed given and effective on the earliest of (1) the date of transmission, if such notice or communication is delivered via facsimile or electronic mail prior to 5:30 p.m. Eastern time, (2) the date after the date of transmission, if such notice or communication is delivered via facsimile or electronic mail later than 5:30 p.m. but prior to 11:59 p.m. Eastern time on such date, (3) the second business day following the date of mailing, if sent by nationally recognized overnight courier service, or (4) upon actual receipt by the party to whom such notice is required to be given, regardless of how sent.

B. **Lost or Mutilated Preferred Stock Certificate.** Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered Holder will be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of Series C Preferred Stock, and in the case of any such loss, theft or destruction upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the Holder is a financial institution or other institutional investor its own agreement will be satisfactory) or in the case of any such mutilation

upon surrender of such certificate, the Corporation will, at its expense, execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

C. **Headings.** The headings contained herein are for convenience only, do not constitute a part of this Designation and will not be deemed to limit or affect any of the provisions hereof.

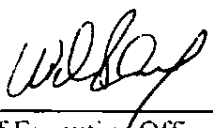
NOW THEREFORE BE IT RESOLVED, that the Designation is hereby approved, affirmed, confirmed, and ratified; and it is further

RESOLVED, that each officer of the Corporation be and hereby is authorized, empowered and directed to execute and deliver, in the name of and on behalf of the Corporation, any and all documents, and to perform any and all acts necessary to reflect the Board of Directors approval and ratification of the resolutions set forth above; and it is further

RESOLVED, that in addition to and without limiting the foregoing, each officer of the Corporation and the Corporation's attorney be and hereby is authorized to take, or cause to be taken, such further action, and to execute and deliver, or cause to be delivered, for and in the name and on behalf of the Corporation, all such instruments and documents as he may deem appropriate in order to effect the purpose or intent of the foregoing resolutions (as conclusively evidenced by the taking of such action or the execution and delivery of such instruments, as the case may be) and all action heretofore taken by such officer in connection with the subject of the foregoing recitals and resolutions be, and it hereby is approved, ratified and confirmed in all respects as the act and deed of the Corporation; and it is further

RESOLVED, that this Designation may be executed in several counterparts, each of which is an original; that it shall not be necessary in making proof of this Designation or any counterpart hereof to produce or account for any of the other.

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment Classifying the Preferences, Limitations, and Relative Rights of Series C Redeemable Convertible Preferred Stock (this "**Designation**") to be duly executed and approved this 30th day of April, 2024.

By: 
Its: Chief Executive Officer
Printed Name: William Alessi