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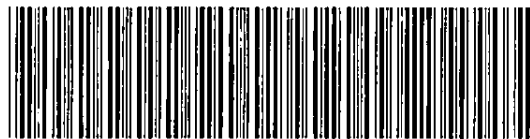
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2023 MAY -2 PM 2:15

## COVER LETTER

Department of State  
Amendment Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

SUBJECT: Florida Sports Consultants, Inc

CORPORATE NAME

Enclosed are an original and one (1) copy of the restated articles of incorporation and a check for:

☐ \$35.00      ☐ \$43.75  
Filing Fee      Filing Fee  
                         & Certificate of Status

☐ \$43.75      ☒ \$52.50  
Filing Fee      Filing Fee,  
& Certified Copy      Certified Copy  
                         & Certificate of  
                         Status

**ADDITIONAL COPY REQUIRED**

FROM: Frank Derek Woods

Name (Printed or typed)

27499 Riverview Center Blvd

Address

Bonita Springs, FL 34134-4313

City, State & Zip

239-285-7099

Daytime Telephone number

fderekwoods@aol.com

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

**NOTE: Please provide the original and one copy of the document.**

In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)

The name of the corporation is:

The text of the Restated Articles is as follows:

DBA Belushi's Farm Florida

(see attachment )

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
FLORIDA SPORTS CONSULTANTS, INC.**

**DBA**

**BELUSHI'S FARM FLORIDA**

(Pursuant to Section 607.1007 of the  
Florida Business Corporation Act of the State of Florida)

Florida Sports Consultants, Inc., dba Belushi's Farm Florida a corporation organized and existing under and by virtue of the provisions of the Florida Business Corporation Act (the "**Act**").

**DOES HEREBY CERTIFY:**

1. That the name of this corporation is Florida Sports Consultants, Inc., and that this corporation was originally incorporated pursuant to the Act on October 2, 2015.

2. That these Amended and Restated Articles of Incorporation were duly approved by the board of directors without shareholder approval pursuant to the Act (including Sections 607.0821, 607.1005, and 607.1006 thereof), and that shareholder approval was not required under the Act.

3. That the board of directors of the corporation, on March 12, 2023, duly adopted resolutions to amend and restate the existing Articles of Incorporation of this corporation, as amended (as amended and restated by these Amended and Restated Articles of Incorporation, the "**Articles of Incorporation**"), which resolution setting forth the proposed amendment and restatement is as follows:

**RESOLVED**, that the Articles of Incorporation of the Corporation be amended and restated in their entirety to read as follows:

**FIRST:** The name of this corporation is Florida Sports Consultants, Inc. dba Belushi's Farm Florida (the "**Corporation**").

**SECOND:** The street and mailing address of the principal office of the Corporation is 27499 Riverview Center Boulevard, Bonita Springs, Florida 34134-4313.

**THIRD:** The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the Act as it now exists or may hereafter be amended or supplemented.

**FOURTH:** The total number of shares of all classes of stock which the Corporation shall have authority to issue is 1,000,000 shares, consisting of 500,000 of Common Stock, \$0.01 par value per share (the "**Common Stock**"), and 500,000 shares of Preferred Stock, par value \$0.01 par value per share (the "**Preferred Stock**").

Stock, \$0.01 par value per share (the "**Common Stock**"), and 500,000 shares of Preferred Stock, par value \$0.01 par value per share (the "**Preferred Stock**").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions, thereof in respect of each class of capital stock of the Corporation.

A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein.

2. Voting. The holders of Common Stock are entitled to one vote for each share of Common Stock held at all meetings of shareholders (and written actions in lieu of meetings).

B. PREFERRED STOCK

The Preferred Stock shall have the following rights, preferences, powers, privileges and restrictions, qualifications and limitations. The Preferred Stock shall be comprised of two series—the Series A Preferred Stock, consisting of 440 shares (the "**Series A Preferred Stock**"), and the Series B Preferred Stock, consisting of 120 shares (the "**Series B Preferred Stock**"). Unless otherwise indicated, references to "sections" or "subsections" in this Part B of this Article Fourth refer to sections and subsections of Part B of this Article Fourth.

1. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales. The following terms are applicable to the holders of Preferred Stock (Series A Preferred Stock and Series B Preferred Stock):

1.1 Preferential Payments to Holders of Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event (as defined below), the holders of shares of Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders, before any payment shall be made to the holders of Common Stock, an amount equal to \$34,090.91 per share of Series A Preferred Stock (the "**Series A Preferred Issue Price**") or \$3,125 per share of Series B Preferred Stock (the "**Series B Preferred Issue Price**"), as the case may be (sometimes referred to together herein as the "**Preferred Issue Price**"), plus any dividends declared but unpaid thereon (the amount payable pursuant to this sentence is hereinafter referred to as the "**Preferred Liquidation Amount**"). If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event (as defined below), the assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of shares of Preferred Stock the full amount to which such holders elect to be entitled under this Subsection 1.1, then the holders of shares of Preferred Stock shall share ratably in the distribution of all assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full, with nothing being paid to any holders of Common Stock in respect of their ownership thereof.

1.2 Payments to Holders of Common Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, after the payment of all preferential and other amounts required to be paid to the holders of shares of Preferred Stock per Subsection 1.1 above, the remaining assets of the Corporation available for distribution to its shareholders shall be distributed among the holders of shares of Common Stock, pro rata based on the number of shares of Common Stock held by each such holder.

1.3 Deemed Liquidation Events.

1.3.1 Definition. Each of the following events shall be considered a “**Deemed Liquidation Event**”:

(a) a merger, share exchange, or consolidation in which (i) the Corporation is a constituent party, or (ii) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger, share exchange, or consolidation, except any such merger, share exchange, or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger, share exchange, or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger, share exchange, or consolidation, at least a majority, by voting power, of the capital stock of (A) the surviving or resulting corporation; or (B) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger, share exchange, or consolidation, the parent corporation of such surviving or resulting corporation;

(b) 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, share exchange, consolidation 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 such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation;

(c) any transaction which results in fifty percent (50%) or more of the economic value of the Corporation and its subsidiaries taken as a whole not being under the control of the holders of a majority of the capital stock of the Corporation or any other transaction effecting the transfer of more than fifty percent (50%) of the economic value of the Corporation and its subsidiaries taken as a whole to a third party, including, but not limited to, a joint venture in which the Corporation is not the controlling joint venture partner; or

(d) any 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 the intellectual property integral to the business of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger, share exchange, consolidation or otherwise) of one or more subsidiaries of the Corporation if the intellectual property integral to the business of the Corporation and its subsidiaries taken as a whole is held by

such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition of such intellectual property is to a wholly owned subsidiary of the Corporation.

### 1.3.2 Effecting a Deemed Liquidation Event.

(a) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in Subsection 1.3.1(a)(i) unless the agreement or plan of merger, share exchange, or consolidation for such transaction (the "**Merger Agreement**") provides that the consideration payable to the shareholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 1.1 and 1.2.

(b) In the event of a Deemed Liquidation Event referred to in Subsection 1.3.1(a)(ii) or 1.3.1(b), if the Corporation does not effect a dissolution of the Corporation under the Act within ninety (90) days after such Deemed Liquidation Event, then the Corporation shall send a written notice to each holder of Preferred Stock no later than the ninetyeth (90<sup>th</sup>) day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) to require the redemption of such shares of Preferred Stock. If more than fifty percent (50%) of the then outstanding shares of Preferred Stock affirmatively vote to so request the redemption of all shares of Preferred Stock in a written instrument delivered to the Corporation not later than one hundred twenty (120) days after such Deemed Liquidation Event, then the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation), together with any other assets of the Corporation available for distribution to its shareholders, all to the extent permitted by Florida law governing distributions to shareholders (the "**Available Proceeds**"), on the one hundred fiftieth (150<sup>th</sup>) day after such Deemed Liquidation Event, to redeem all outstanding shares of Preferred Stock at a price per share equal to the Preferred Liquidation Amount. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Preferred Stock, the Corporation shall ratably redeem each holder's shares of Preferred Stock to the fullest extent of such Available Proceeds, and shall redeem the remaining shares as soon as it may lawfully do so under Florida law governing distributions to shareholders. The provisions of Section 5 shall apply, with such necessary changes in the details thereof as are necessitated by the context, to the redemption of the Preferred Stock pursuant to this Subsection 1.3.2(b). Prior to the distribution or redemption provided for in this Subsection 1.3.2(b), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in connection with such Deemed Liquidation Event.

1.3.3 Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such Deemed Liquidation Event or redemption shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity; provided, however, if the amount deemed paid or distributed under this Section 1.3.3 is made in property other than in cash, the value of such distribution shall be the fair market value of such property, determined as follows: (a) for securities not subject to investment letters or other similar restrictions on free marketability, (i) if traded on a securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange or market over the thirty

(30) day period ending three (3) days prior to the closing of such transaction; (ii) if actively traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the thirty (30) day period ending three (3) days prior to the closing of such transaction; or (iii) if there is no active public market, the value shall be the fair market value thereof, as determined in good faith by the Board of Directors of the Corporation; and (b) the method of valuation of securities subject to investment letters or other similar restrictions on free marketability (other than restrictions arising solely by virtue of a shareholder's status as an affiliate or former affiliate) shall take into account an appropriate discount (as determined in good faith by the Board of Directors of the Corporation) from the market value as determined pursuant to clause (a) above so as to reflect the approximate fair market value thereof.

1.3.4 Allocation of Escrow and Contingent Consideration. In the event of a Deemed Liquidation Event pursuant to Subsection 1.3.1(a)(i), if any portion of the consideration payable to the shareholders of the Corporation is payable only upon satisfaction of contingencies (the "**Additional Consideration**"), the Merger Agreement shall provide that (a) the portion of such consideration that is not Additional Consideration (such portion, the "**Initial Consideration**") shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 1.1 and 1.2 as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event; and (b) any Additional Consideration which becomes payable to the shareholders of the Corporation upon satisfaction of such contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 1.1 and 1.2 after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this Subsection 2.3.4, consideration placed into escrow or retained as holdback to be available for satisfaction of indemnification or similar obligations in connection with such Deemed Liquidation Event shall be deemed to be Additional Consideration.

2. Redemption. In addition to the rights of holders of Preferred Stock set forth in Section 1, the holders of Series A Preferred Stock shall also be entitled to certain redemption rights set forth below (which shall not apply to holders of Series B Preferred Stock):

2.1 General. Unless prohibited by Florida law governing distributions to shareholders, in the event of the denial of the Corporation's application for licensure as a Florida Medical Marijuana Treatment Center (the "**MMTC Application**"), shares of Series A Preferred Stock shall be redeemed by the Corporation at a price equal to the Series A Preferred Issue Price per share (the "**Redemption Price**") not more than sixty (60) days after receipt by the Corporation, after exhaustion of all administrative and legal challenges to the denial of the MMTC Application that are available to the Corporation, of written notice of the affirmative vote of more than fifty percent (50%) of the then outstanding shares of Series A Preferred Stock requesting redemption of all shares of Series A Preferred Stock (the "**Redemption Request**"). The date on which the Redemption Price is paid shall be referred to as the "**Redemption Date**." Upon receipt of a Redemption Request, the Corporation shall apply all of its assets to any such redemption, and to no other corporate purpose, except to the extent prohibited by Florida law governing distributions to shareholders. If Florida law governing distributions to shareholders prevents the Corporation from redeeming all shares of Series A Preferred Stock to be redeemed, the Corporation shall ratably redeem the maximum number of shares that it may redeem consistent with such law, and shall redeem the remaining shares as soon as it may lawfully do so under such law: provided,



however, that to the extent that the Corporation may not lawfully redeem in full all outstanding shares of Series A Preferred Stock (including any requirement that holders of shares of Series A Preferred Stock refund any portion of the Redemption Price paid), any shares of Series A Preferred Stock which may not be lawfully redeemed shall continue to accrue dividends and such shares shall continue to have all rights pertaining to shares of Series A Preferred Stock as provided herein until such time as the Redemption Price can be and is lawfully paid in full to the holders.

2.2 Redemption Notice. The Corporation shall promptly send written notice of the mandatory redemption (the "**Redemption Notice**") to each holder of record of Series A Preferred Stock. The Redemption Notice shall state:

(a) the number of shares of Series A Preferred Stock held by the holder that the Corporation shall redeem on the Redemption Date;

(b) the Redemption Date and the Redemption Price; and

(c) for holders of shares in certificated form, that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Series A Preferred Stock to be redeemed.

2.3 Surrender of Certificates; Payment. On or before the Redemption Date, each holder of shares of Series A Preferred Stock to be redeemed on the Redemption Date shall, if a holder of shares in certificated form, surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen, or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof. In the event less than all of the shares of Series A Preferred Stock represented by a certificate are redeemed, a new certificate, instrument, or book entry representing the unredeemed shares of Series A Preferred Stock shall promptly be issued to such holder.

2.4 Rights Subsequent to Redemption. If the Redemption Notice shall have been duly given, and if on the Redemption Date the Redemption Price payable upon redemption of the shares of Series A Preferred Stock to be redeemed on the Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that any certificates evidencing any of the shares of Series A Preferred Stock so called for redemption shall not have been surrendered, dividends with respect to such shares of Series A Preferred Stock shall cease to accrue after the Redemption Date and all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the Redemption Price without interest upon surrender of any such certificate or certificates therefor; and such rights, if any, as may not be terminated pursuant to the proviso in Subsection 2.1 above.

### 3. Voting.

3.1 General. On any matter presented to the shareholders of the Corporation for their action or consideration at any meeting of shareholders of the Corporation (or by written consent of shareholders in lieu of meeting), each holder of outstanding shares of Preferred Stock shall be entitled to cast the number of votes equal to the number of shares of Preferred Stock held by such holder. Except as provided by law or by the other provisions of these Articles of Incorporation, holders of Preferred Stock shall vote on the same basis with the holders of Common Stock, as a single class.

3.2 Election of Directors. Subject to any additional vote required by these Articles of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation (as may be further amended from time to time, the "Bylaws"). The holders of record of the shares of Common Stock and of any other class or series of voting stock (including the Preferred Stock), voting together with the holders of record of the Common Stock, shall be entitled to elect the total number of directors of the Corporation authorized in accordance with the Bylaws.

4. Redeemed or Otherwise Acquired Shares. Any shares of Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries and for which the Redemption Price has been fully paid shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Preferred Stock following redemption and full payment of the Redemption Price.

5. Waiver. Any of the rights, powers, preferences and other terms of the Preferred Stock set forth herein may be waived on behalf of all holders of Preferred Stock by the affirmative written consent or vote of the holders of more than fifty percent (50%) of the shares of Preferred Stock then outstanding.

6. Notices. Any notice required or permitted by the provisions of this Article Fourth to be given to a holder of shares of Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the Act, and shall be deemed sent upon such mailing or electronic transmission.

**FIFTH:** Subject to any additional vote required by these Articles of Incorporation or Bylaws, the shareholders, and not the Board of Directors, of the Corporation are expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

**SIXTH:** Subject to any additional vote required by these Articles of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation.

**SEVENTH:** Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

**EIGHTH:** Meetings of shareholders may be held within or outside of the State of Florida, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept

within or outside of the State of Florida at such place or places as may be designated from time to time by the Board of Directors of the Corporation or in the Bylaws of the Corporation.

**NINTH:** To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. If the Act or any other law of the State of Florida is amended after approval by the shareholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act as so amended.

Any repeal or modification of the foregoing provisions of this Article Ninth by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

**TENTH:** To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers, agents and authorized observers of the Corporation (and any other persons to which the Act permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 607.0851 of the Act.

**ELEVENTH:** The street address of the registered office of the Corporation is 106 E. College Avenue, Suite 1110, Tallahassee, Florida 32301. The name of the registered agent of the Corporation at that office is Jeffrey Brian Sharkey.

**TWELFTH:** The name and street address of the Corporation's incorporator is Tabitha Cervantes, 228 Dixie Drive, Suite 405, Tallahassee, Florida 32304.

\* \* \*

4. That the foregoing amendment and restatement was approved by the Board of Directors of this corporation in accordance with Section 607.0821 of the Act.

5. That these Amended and Restated Articles of Incorporation, which restate and integrate and further amend the provisions of this Corporation's Articles of Incorporation, has been duly adopted in accordance with Sections 607.1005, 607.1006, and 607.1007 of the Act.

*[Remainder of Page Left Blank – Signature Page Follows]*

**IN WITNESS WHEREOF**, these Amended and Restated Articles of Incorporation have been executed by a duly authorized officer of this corporation on March 12, 2023.



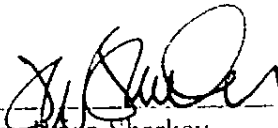
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Name: Derek Woods

Title: Vice President and Secretary

ACCEPTANCE OF REGISTERED AGENT

The undersigned agrees to act as registered agent for the Corporation named above, to accept service of process at the place designated in these Articles of Incorporation, and to comply with the provisions of the Florida Business Corporation Act, and acknowledges that he is familiar with, and accepts, the obligations of such position.

  
\_\_\_\_\_  
Jeffrey Brian Sharkey

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