

P1600000 9020

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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☐ WAIT

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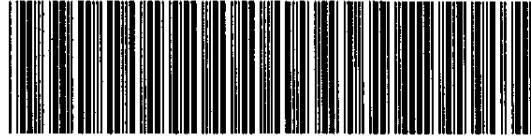
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Rhinoco Inc.

DOCUMENT NUMBER: P16000009020

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

Please return all correspondence concerning this matter to the following:

Crystal Umpierre
Name of Contact Person
Rhinoco Inc.
Firm/ Company
12325 SW 131st Ave
Address
Miami, FL 33186
City/ State and Zip Code

crystal@rhinocofitness.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Crystal Umpierre at (305) 218-1636
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
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

Rhinoco Inc.

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

P16000009020

(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:

N/A

The new

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**)

N/A

C. Enter new mailing address, if applicable:

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

N/A

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 N/A

(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

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TALLAHASSEE, FLORIDA

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

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change		N/A	
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
2) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
3) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
4) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
5) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
6) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			

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

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(if not applicable, indicate N/A)

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: N/A
(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.

Dated 3/8/16

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)

Nathan Forster

(Typed or printed name of person signing)

President

(Title of person signing)

Attachment A

PREEMPTIVE RIGHTS

Section 1. *Grant of Rights.* If in accordance with the stockholders agreement and bylaws of Rhinoco Inc. (the "**Corporation**"), the Corporation authorizes the issuance or sale of any shares of capital stock of the Corporation ("**Shares**") or any securities containing options or rights to acquire Shares (collectively, "**New Securities**"), to any person or entity, the Corporation shall, not less than ten (10) business days prior to such issuance or sale, deliver prior written notice to each stockholder of the Corporation (each, a "**Stockholder**") that (a) offers to sell to each Stockholder a portion of such New Securities equal to such Stockholder's Aggregate Percentage Interest (as defined below) at the time prior to such issuance or sale, and (b) describes in reasonable detail the New Securities being offered, the purchase price thereof, the payment terms and such Stockholder's percentage allotment (the "**Preemptive Right Notice**"). The purchase price for the New Securities offered to each Stockholder shall be the same price per share being paid by the proposed purchaser of such New Securities and shall be payable at the same time as the closing of the sale to such purchaser or to participating Stockholders (as the case may be) in cash by wire transfer of immediately available funds. If any Stockholder does not fully subscribe for its Aggregate Percentage Interest of the New Securities, then each Stockholder that elected to purchase New Securities shall have the right to purchase that percentage of the remaining New Securities not so subscribed for (the "**Excess New Securities**") determined by dividing (x) the total number of Shares then owned by such fully participating Stockholder (not counting the New Securities subscribed for hereunder) by (y) the total number of Shares then owned by all fully participating Stockholders who elected to purchase Excess New Securities.

Section 2. *Election.* In order to exercise its purchase rights hereunder, each Stockholder must deliver a written notice to the Corporation describing such Stockholder's election to exercise its preemptive right to purchase such New Securities within five (5) business days after receipt of the Preemptive Right Notice from the Corporation. If there are Excess New Securities, the Corporation shall provide to the Stockholders a new Preemptive Right Notice and the same time periods set forth in section 1 hereof and this section shall apply to such notice and the Stockholders' exercise of their preemptive rights to purchase such Excess New Securities.

Section 3. *Expiration of Right.* In the event and to the extent that, subsequent to the procedure set forth in sections 1 and 2 hereof, any New Securities (including any Excess New Securities) are not acquired by the Stockholders entitled to subscribe for and purchase such New Securities, the Corporation shall be entitled to sell such New Securities which the Stockholders have not elected to purchase, at any time during the 90 days following such expiration, on terms and conditions no more favorable to the purchasers thereof than those offered to the Stockholders. Any New Securities offered or sold by the Corporation to any person or entity after such 90-day period must be reoffered to the Stockholders pursuant to the terms of Sections 1, 2 and 3 hereof.

Section 4. *Amendment; Termination; Defined Terms.* The Corporation may not amend, modify or waive any provision in this Attachment A without the prior written consent of all of the Stockholders. The rights contained in this Attachment A shall automatically terminate upon the termination of the stockholders agreement of the Corporation. "**Aggregate Percentage Interest**" means, with respect to each Stockholder, a fraction expressed as a percentage, the

numerator of which is the sum of the Shares owned by such Stockholder and the denominator of which is the sum of all issued and outstanding Shares.