

PI8000097827

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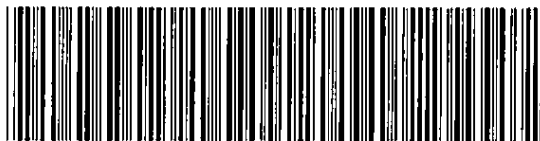
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23 SEP 27 PM 12:51
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C.

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Sportsman's Card, Inc. _____

DOCUMENT NUMBER: P18000097827 _____

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

Please return all correspondence concerning this matter to the following:

Steve Johnston

Name of Contact Person
Sportsman's Card, Inc.

Firm/ Company
24289 Toth Lane

Address
Punta Gorda, FL 33955

City/ State and Zip Code
steve@sportsmanscard.com

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

For further information concerning this matter, please call:

Steve Johnston _____ at (321) 217-8201
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 type="checkbox"/> \$35 Filing Fee | <input checked="" 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

Street Address
Amendment Section
Division of Corporations
The Centre of Tallahassee

**FIFTH RESTATED AND AMENDED ARTICLES
OF INCORPORATION**

OF

SPORTMAN'S CARD, INC.,

A FLORIDA CORPORATION

Pursuant to Sections 607.1003 and 607.1007 of the Florida Business Corporation Act, Chapter 607, Florida Statutes (the "FBCA"), the Articles of Incorporation of Sportsman's Card, Inc., a corporation organized and existing under the laws of the State of Florida, the Articles of Incorporation of which were initially filed with the Department of State of the State of Florida (the "Department") on June 25, 2012, and with an organizational date deemed effective June 25, 2012 and which were amended by Articles of Amendment filed on March 12, 2021, and amended and restated by Amended and Restated Articles filed on March 22, 2021, and on May 17, 2021, and on April 21, 2023, and which are hereby amended and restated as follows:

ARTICLE I - NAME

The name of the Corporation is Sportsman's Card, Inc. (hereinafter called the "Corporation").

ARTICLE II - PRINCIPAL OFFICE AND REGISTERED AGENT

The street and mailing address of the current principal place of business or the Corporation is 24289 Toth Lane, Punta Gorda, Florida 33955; such principal place of business of the Corporation may be relocated to such address and city within or without the State of Florida as may be designated by the Board of Directors of the Corporation (the "Board of Directors") from time to time. The name and address of the Corporation's registered agent in the State of Florida is Suzanne Johnston, 24289 Toth Lane, Punta Gorda, Florida 33955.

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23 SEP 27 PM 12:51
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

ARTICLE III - PURPOSE

The Corporation is formed to engage in any lawful act or activity for which corporations may be organized under the FBCA, including any amendments thereto.

ARTICLE IV - CAPITAL STOCK

The aggregate number of shares of capital stock which the Corporation shall have the authority to issue is one million, five hundred thousand shares (1,500,000), consisting of (a) one million (1,000,000) shares of Common Stock (the "Common Stock"), and (b) five hundred thousand (500,000) shares of Preferred Stock, par value \$5.00 per share (the "Preferred Stock"). A statement of the powers, privileges and relative rights, and the qualifications, limitations or restrictions thereof, in respect of each class of stock of the Corporation, is as follows:

A.

Common Stock.

1. General. All shares of Common Stock shall be identical and shall entitle the holders thereof to the same powers, preferences, qualifications, limitations, privileges and other rights provided under the FBCA (except as expressly provided under these Fifth Amended and Restated Articles of Incorporation). The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of the Preferred Stock (when, if and to the extent shares or series of such stock are designated and issued).

2. Voting Rights. Each holder of record of Common Stock shall be entitled to one vote for each share of Common Stock standing in such holder's name on the books of the Corporation. Except as otherwise required by law or by or pursuant to Section B of this Article IV of these Restated and Amended Articles of Incorporation, the holders of Common Stock and the holders of Preferred Stock shall vote together as a single class on all matters submitted to shareholders for a vote (including any action by written consent).

3. Dividends. Subject to provisions of law and Section B of this Article IV of these Restated and Amended Articles of Incorporation, the holders of Common Stock shall be entitled to receive dividends out of funds legally available therefor at such times and in such amounts as the Board of Directors may determine in its sole discretion.

4. Liquidation. Subject to provisions of law and Section B of this Article IV of these Restated and Amended Articles of Incorporation, upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after the payment or provision for payment of all debts and liabilities of the Corporation and any and all preferential amounts to which the holders of the Preferred Stock are entitled with respect to the distribution of the net assets of the Corporation in liquidation, the holders of Common Stock shall be entitled to share ratably in the remaining net assets of the Corporation available for distribution.

**B.
Preferred Stock**

1. Designation and Amount. The Preferred Stock of the Corporation created and authorized for issuance hereby shall be designated as Series A Convertible Preferred Stock (herein referred to as "Series A Preferred Stock"), having a par value per share equal to \$5.00, and the number of shares constituting such series shall be five hundred thousand.

2. Rank. The Series A Preferred Stock shall, with respect to dividend rights and rights upon a Liquidating Event (as defined below), whether voluntary or involuntary, rank prior to the Common Stock and all other classes or series of Preferred Stock, preference stock or any other capital stock or equity securities of the Corporation, whether now issued or hereafter created, ranking junior to the Series A Preferred Stock with respect to payment of dividends or rights upon a Liquidating Event (collectively, the "Junior Stock").

3. Dividends.

(a) The holders of the Series A Preferred Stock shall be entitled to receive, out of funds legally available for the declaration of dividends, preferential cumulative dividends at the rate per annum equal to eight (8) percent compounded annually calculated against accumulated funds received from Investor to Company pursuant to the tranche schedule. (*See Series A Preferred Stock Purchase Agreement, Tranche Schedule*). Such dividends shall accrue daily and commence to accrue on each share of Series A Preferred Stock for which the Company has received full payment and be cumulative from and after its original date of issuance until the earlier of the date of conversion of such share into Common Stock or the date on which the Series A Liquidation Preference (as defined below) is paid in full in connection with a Liquidating Event. Such dividends shall accrue whether or not they have

been declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends; and such dividends shall be cumulative such that all accrued and unpaid dividends shall be fully paid or declared with funds irrevocably set apart for payment before any dividends, distributions, redemptions or other payment may be made with respect to any Junior Stock. Such dividends shall be payable by the Company upon the conversion or liquidation of the Series A Preferred Stock. So long as any share of Series A Preferred Stock remains outstanding, no dividends shall be paid, or declared or set apart for, any Junior Stock, unless and until all accrued and unpaid dividends on the then-outstanding shares of the Series A Preferred Stock for all past periods shall have been or concurrently shall be paid. All accrued and unpaid dividends on the Series A Preferred Stock may be paid either in cash or in shares of Common Stock of the Corporation, in the sole discretion of the Board of Directors of the Corporation (the "Board").

(b) In addition to and not in limitation of the dividends provided for in Section 3(a) above, the holders of Series A Preferred Stock shall be entitled to receive dividends and other distributions equivalent to those declared or paid on shares of Junior Stock, determined as if the Series A Preferred Stock had been converted into Common Stock at the Series A Conversion Price (as defined below) or converted into other Junior Stock on a comparable basis, as of the record date fixed for the determination of the holders of Junior Stock entitled to receive such dividend or distribution or, if no record date is fixed, as of the date such dividend or distribution is made, and payable when, as and if such dividends or distributions are declared payable by the Board.

4. Liquidation Preference.

(a) Upon the occurrence of a Liquidating Event, whether voluntary or involuntary, and after payment or provision for payment in full in cash of the debts and other liabilities of the Corporation, the holders of the Series A Preferred Stock shall be entitled to receive, out of the assets of the Corporation available for distribution to its shareholders or from the proceeds from a sale or merger, as applicable, prior to and in preference to any payment or distribution made in respect of the Junior Stock, the Original Series A Purchase Price plus all unpaid dividends accrued thereon, in cash, for each share of Series A Preferred Stock (the "Series A Liquidation Preference"). If, upon such Liquidating Event, the assets distributable to the holders of the Series A Preferred Stock shall be insufficient to permit the payment in full of the Series A Liquidation Preference, the assets of the Corporation shall be distributed to the holders of the Series A Preferred Stock ratably until the

holders shall have received the full amount to which they would otherwise be entitled.

(b) After the payment in full of the Series A Liquidation Preference to all holders of the Series A Preferred Stock, the remaining assets of the Corporation available for distribution to shareholders shall be distributed among the holders of the Common Stock and Preferred Stock on a pro rata basis in an amount as would have been payable had each share of Preferred Stock been converted to Common Stock immediately prior to such Liquidating Event.

(c) If any asset distributed to shareholders upon the occurrence of any Liquidating Event consists of property other than cash or publicly-traded securities, the value of such distribution shall be deemed to be the fair market value thereof at the time of such distribution, as determined jointly in good faith by a representative (the "Series A Representative") designated by the holders owning at least a majority of the issued and outstanding shares of Series A Preferred Stock (the "Series A Majority") and the Board. If such parties are unable to reach agreement within a reasonable period of time, the fair market value of such distribution shall be determined by a neutral investment banking company suitable to the Corporation and a Series A Majority. For purposes of this section, an investment banking company shall be "neutral" if it has not performed services for the Corporation, any holder of the Corporation's securities, or any holder of Series A Preferred Stock, or any shareholder, general partner or manager thereof, within the past three years and has not invested in the Corporation. In the event that the parties cannot agree on an investment banking company to perform the valuation described above, each of the Corporation (through its Board) and the Series A Representative shall select an investment banking company and the two investment banking companies so selected, which must be neutral, shall select a third neutral investment banking company which shall determine the fair market value (the ultimate investment banking company shall be referred to as the "Neutral Valuation Expert"). The determination of the Neutral Valuation Expert shall be final and binding upon the parties, and the fees and expenses of the Neutral Valuation Expert shall be borne equally by the Corporation and the Series A Majority. Any publicly-traded securities to be delivered pursuant to a Liquidating Event shall be valued as follows:

- (1) Securities not subject to investment letter or other similar restrictions on free marketability hereof shall be valued at the Market Price (as defined below); and

(2) Securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a shareholder's status as an affiliate or former affiliate) shall be valued at an appropriate discount from the Market Price to reflect the adjusted fair market value thereof as determined jointly in good faith by a Series A Majority and the Board. If such parties are unable to reach agreement within a reasonable period of time, the appropriate discount from the Market Price shall be determined by a Neutral Valuation Expert. For purposes of these Articles of Amendment, "Market Price" of any security means the average of the closing prices of such security's sales on the principal securities exchanges on which such security may at the time be listed, or, if there has been no sales on any such exchange on any day, the average of the highest bid and lowest asked prices on all such exchanges at the end of such day, or, if on any day such security is not so listed, the average of the representative bid and asked prices quoted in the NASDAQ System as of 4:00 P.M., New York time, or, if on any day such security is not quoted in the NASDAQ System, the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by the National Quotation Bureau, Incorporated, or any similar successor organization, in each such case averaged over a period of five days consisting of the day prior to the day as of which Market Price is being determined and the four consecutive business days prior to such day. If at any time such security is not listed on any securities exchange or quoted in the NASDAQ System or the over-the-counter market, the Market Price shall be the fair value thereof determined in good faith in the same manner that property other than cash or securities is valued pursuant to this Section.

(3) Any of the following shall be considered a "Liquidating Event", and shall entitle the holders of the Series A Preferred Stock and the Junior Stock to receive at the closing, in cash, securities or other property, amounts as specified above:

a. any liquidation, dissolution or winding up of the Corporation:

b. any merger or consolidation of the Company with or into any other corporation, entity or person, or any other

corporate reorganization or transaction, in which the shareholders of the Corporation immediately prior to such merger, consolidation, reorganization or transaction own less than 50% of the Corporation's voting power immediately after such merger, consolidation or reorganization; or

c. a sale, lease or other disposition of all or substantially all the Corporation's assets; provided, however, that any event that would otherwise be a Liquidating Event as defined herein shall not be deemed to be a Liquidating Event if the Series A Majority so elects by giving written notice to the Corporation before the effective date of such event.

(4) The Corporation shall give to each holder of the Series A Preferred Stock at least 10 days' prior written notice of any Liquidating Event by delivery of such notice via first class mail, postage prepaid, at the holder's address as set forth in the records of the Corporation.

(5) Conversion Rights. The holders of the Series A Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert into Common Stock. Each share of the Series A Preferred Stock shall be convertible, without the payment of any additional consideration by the holder thereof, at the option of the holder thereof, into a certain number of fully paid and nonassessable shares of the Common Stock. The number of shares of Common Stock for which each share of the Series A Preferred Stock may be converted shall be determined by dividing issue price, \$5.00 (as adjusted for any stock dividends, combinations, recapitalizations or splits with respect to the Series A Preferred Stock, the "Original Series A Purchase Price"), by the Series A Conversion Price (determined as hereinafter provided) in effect at the time of the conversion. The "Series A Conversion Price" of the Series A Preferred Stock, before any adjustment is required, shall initially be equal to the Original Series A Purchase Price.

The Series A Conversion Price shall be subject to appropriate adjustment in the event of any stock split or combination, stock dividend or similar event, as well as pursuant to other provisions set forth herein. Upon conversion, all accrued and unpaid dividends on the Series A Preferred Stock shall be paid either in cash or in shares of Common Stock of the Corporation, in the sole discretion of the Board.

(b) Accelerated Right to Convert. If such liquidating event occurs prior to Corporation receiving all tranches of monies as agreed in the Series A Preferred Stock Purchase Agreement, Investor shall have the right to complete his scheduled purchase of Series A Preferred Shares at the original price of \$5.00 per share up to the total accumulated number of shares of 500,000 Series A Preferred Shares.

(c) Accelerated Right to Convert, Warrants. If such liquidating event occurs prior to the Corporation receiving all tranches of monies as agreed in the Series A Preferred Stock Purchase Agreement, Investor shall have the right to exercise his Warrant rights under the terms and conditions set forth in Section 2, Subsection (bb) of the Series A Preferred Stock Purchase Agreement

(d) Automatic Conversion. Each share of Series A Preferred Stock shall automatically be converted into shares of Common Stock at the then applicable Conversion Price upon the first to occur of the following: (1) the consent of the Series A Majority to an automatic conversion, or (2) the effectiveness of the Company's underwritten initial public offering registered (other than an offering pursuant to a registration on Form S-4, S-8 or comparable or successor forms), under the Securities Act of 1933, as amended with net proceeds payable to the Corporation of at least \$25,000,000.

(6) Mechanics of Conversion, Preemptive Rights. The Corporation hereby grants to the holders of Series A Preferred Stock (each a "Preemptive Investor") a preemptive right to

purchase all or any part of such Preemptive Investor's Pro Rata Share of any New Securities that the Corporation may, from time to time, propose to sell or issue. Such preemptive right shall be subject to the following provisions:

(a) "Pro Rata Share". A Preemptive Investor's "Pro Rata Share," for purposes of this Section 6, is the ratio that (a) the number of shares of Common Stock (determined on an as-if-converted and as-if-exercised basis (excluding unvested securities)) then held by the Preemptive Investor bears to (b) the total number of shares of Common Stock (determined on an as-if-converted and as-if-exercised basis (excluding unvested securities)).

(b) "New Securities". "New Securities" shall mean any shares of capital stock of the Corporation, including Common Stock and Series A Preferred Stock, whether now authorized or not, and any rights, options or warrants to purchase such Common Stock or Series A Preferred Stock, and any Convertible Securities of any type whatsoever; provided, however, that "New Securities" shall not include any securities described in Section 5(f)(i) through (iv) herein above.

(c) Procedure. In the event that the Corporation proposes to undertake an issuance of New Securities, the Corporation shall give the Preemptive Investor written notice of its intention, describing the type of New Securities and the price and general terms upon which the Corporation proposes to issue the same. The Preemptive Investor shall have 30 days from the date any such notice is given to agree to purchase all or any part of its Pro Rata Share of such New Securities for the price and upon the general terms specified in the notice by giving written notice to the Corporation and stating therein the quantity of New Securities to be purchased.

(d) Failure to Exercise Preemptive Rights. The Corporation shall have 120 days after completing the process above to sell the New Securities with respect to which the Preemptive Investor's preemptive rights were

not exercised, at a price and upon general terms no more favorable to the purchasers thereof than specified in the Corporation's notice. In the event the Corporation has not sold the New Securities within that 120-day period, the Corporation shall not thereafter issue or sell any New Securities, without first offering such securities to the Preemptive Investor in the manner provided above.

(7) Voting Rights. Each holder of Series A Preferred Stock shall be entitled to vote upon all matters brought before the shareholders and shall be entitled to that number of votes equal to the largest number of whole shares of Common Stock into which such holder's shares (including voting the Series A Preferred Shares to which Investor has not completed payment thereof through the tranche schedule) of Series A Preferred Stock is then convertible, pursuant to the provisions of Section 5 hereof, at the record date for the determination of the shareholders entitled to vote on such matters or if no such record date is established at the date such vote is taken or any written consent of shareholders is solicited, such votes to be counted together with all other shares of capital stock having general voting powers. The holders of the Series A Preferred Stock shall also be entitled to vote separately as a class on (a) any sale, lease or other disposition of all or substantially all the Company's assets or any merger with another entity, or any liquidation, dissolution or winding up of the Company, unless in connection with such transaction, the holders of the Series A Preferred Stock receive in exchange for their shares of Series A Preferred Stock at least (i) two (2) times the Series A Conversion Price then in effect in cash or publicly traded securities in the case of a sale, lease or other disposition of all or substantially all the Company's assets or a merger or (ii) two (2) times the Series A Conversion Price in the case of a liquidation, dissolution or winding up; (b) any proposed amendment to create a new class of shares having rights and preferences (including with respect to dividends or liquidation) equal to or having priority over the Series A Preferred Stock; (c) any proposed amendment of these Fifth Amended and Restated Articles of Amendment to modify the rights and preferences of the Series A Preferred Stock or that could adversely affect the powers, preferences, participations,

rights, qualifications or restrictions of the Series A Preferred Stock; (d) the declaration or payment of any dividend on, or the repurchase, redemption or other acquisition of, any Junior Stock or any equity security ranking on parity with the Series A Preferred Stock; (e) an increase in the aggregate number of shares issued or issuable pursuant to the Company's equity incentive plans by more than 15% of the outstanding equity securities of the Company on a fully-diluted basis; (e) any issuance of equity equivalent securities to control persons or entities, or their affiliates, except for such issuances approved by the Board pursuant to the Company's Stock Plan; or (f) the incurrence of debt by the Company, other than debt incurred in the ordinary course of business, debt provided by a recognized financial or banking institution, or debt incurred in connection with the private financing of purchases of renewable energy credits for sale. Any matter on which the holders of the Series A Preferred Stock are entitled to vote as a class pursuant to the preceding sentence, requires the affirmative vote of the holders of at least 80% of the outstanding shares of Series A Preferred Stock.

(8) Amendment. Any term relating to the rights, preferences or privileges of the Series A Preferred Stock may be amended and the observance of any term relating to the Series A Preferred Stock may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the vote or written consent of the Series A Majority. Any amendment or waiver so affected shall be binding upon the Corporation and any holder of Series A Preferred Stock.

ARTICLE V - BOARD OF DIRECTORS

Initially, the Board shall consist of five (5) members. The first three board seats shall consist of Mitchell Sepaniak, Steve Johnston, and Thomas Kahl. The holders of 75% of the then-outstanding shares of Series A Preferred Stock shall be entitled to elect two members of the Board and to remove from office such director and to fill any vacancy caused by the resignation, death or removal of such director. The holders of the Common Stock and the Series A Preferred Stock, voting together as a single class, shall be entitled to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors. All corporate powers shall be exercised by or under the authority of and the business and affairs

of the Corporation shall be managed under the direction of, the Board of Directors. Members of the Board of Directors must be natural persons who are at least 18 years of age but need not be residents of Florida or shareholders of the Corporation.

ARTICLE VI - DIRECTOR ACTION WITHOUT A MEETING

Any action required or permitted to be taken at a meeting of the Board of Directors (or of a committee of the Board of Directors) may be taken without a meeting, without prior notice and without a vote if the action is taken by the written consent of all members of the Board of Directors (or of such committee of the Board of Directors). The action must be evidenced by one or more written consents describing the action taken and signed by each director (or committee member), which consent(s) shall be filed in the official minute books of the Corporation in which proceedings of meetings of the Board of Directors are recorded. Any action taken by written consent under this Article VI shall be deemed effective when the last director signs the consent, unless the consent specifies otherwise, and shall have the same effect as a meeting vote and may be described as such in any document.

ARTICLE VII - CALL OF SPECIAL SHAREHOLDERS MEETING

Except as otherwise required by law or by or pursuant to these Fifth Amended and Restated Articles of Incorporation, the Corporation shall not be required to call or hold a special meeting of shareholders of the Corporation unless (in addition to any other requirement(s) of applicable law or elsewhere in these Restated and Amended Articles of Incorporation) (i) the holders of not less than forty percent (40%) of all the votes entitled to be cast on any issue proposed to be considered at the special meeting sign, date and deliver to the Corporation's Secretary one or more written demands for the meeting describing the purpose or purposes for which it is to be held; or (ii) the meeting is called by (a) the Board of Directors pursuant to a resolution approved by a majority of the entire Board of Directors, (b) the Corporation's Chairman of the Board of Directors or Chief Executive Officer, or (c) the Corporation's Secretary upon the written request of any two (2) or more members of the Board of Directors. Only business within the purpose or purposes described in the special meeting notice required by Section 607.0705 of the FBCA (or a successor provision of such law) may be conducted at a special shareholders' meeting.

ARTICLE VIII - SHAREHOLDER ACTION BY WRITTEN CONSENT

Any action required or permitted to be taken at any annual or special meeting of shareholders of the Corporation may be taken without a meeting, without prior

notice and without a vote if such action is taken by the written consent of the holders of the outstanding shares of capital stock of the Corporation entitled to vote on such action having not less than the minimum number of votes (including, if and as applicable, the minimum number of votes of any voting groups entitled to vote separately on the matter) necessary to authorize or take such action at a meeting at which all shares of capital stock entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving shareholders having the requisite number of votes entitled to vote thereon, and delivered to the Secretary or other officer or agent of the Corporation having custody of the official minute books of the Corporation in which proceedings of meetings of the shareholders are recorded (the "Shareholder Minute Books"). Whenever action is taken pursuant to this Article VIII, the written consent(s) of shareholders, or the written reports of inspectors appointed to tabulate shareholder consents, shall be filed in the Shareholder Minute Books. No written consent of shareholders shall be effective to take the corporate action referred to therein unless, within 60 days of the date of the earliest dated consent delivered in the manner provided in this Article VIII, written consents executed and delivered by the number of holders required to take action are delivered to the Corporation by delivery as required in this Article VIII. Within ten (10) days after obtaining authorization of corporate action by written consent of shareholders, notice shall be given to those shareholders who have not consented in writing or who are not entitled to vote on the action, which notice shall comply with the provisions of the FBCA. Any action taken by written consent under this Article VIII shall have the effect of a meeting vote and may be described as such in any document.

ARTICLE IX - LIMITATION OF LIABILITY

To the fullest extent permitted under the FBCA and other applicable law, no director of the Corporation shall be personally liable to the Corporation or any of its shareholders or any other person for monetary damages for or relating to any statement, vote, decision, action or failure to act, regarding corporate management or policy, by a director, unless the breach or failure to perform his or her duties as a director satisfies the standards set forth in Section 706.0831(1) of the FBCA (or a successor provision of such law) as the same exists or may hereafter be amended. To the fullest extent permitted under the FBCA and other applicable law, a director of the Corporation shall not be or held liable for any action taken as a director, or any failure to take action, if he or she performed the duties of his or her office in compliance with Section 607.0830 of the FBCA (or a successor provision of such law) as the same exists or may hereafter be amended. If the FBCA is amended

hereafter to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent authorized by the FBCA, as so amended. Any repeal or modification of this Article IX shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

ARTICLE X - INDEMNIFICATION

The Corporation shall indemnify its directors to the fullest extent authorized or permitted by law, as now or hereafter in effect, and such right to indemnification shall continue as to a person who has ceased to be a director of the Corporation and shall inure to the benefit of his or her heirs, executors, administrators and personal and legal representatives; provided, however, that, except for proceedings to enforce rights to indemnification, the Corporation shall not be obligated to indemnify any director (or his or her heirs, executors, administrators or personal or legal representatives) in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors. The right to indemnification conferred by this Article X shall include the right to be paid by the Corporation the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition only upon the Corporation's receipt of an undertaking by or on behalf of the director to repay such amounts if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article X.

The Corporation may, to the extent authorized from time to time in the Corporation's Bylaws or otherwise by resolution of the Board of Directors, provide rights to indemnification and/or to the advancement of expenses to officers, employees and agents of the Corporation similar to those conferred in this Article X to directors of the Corporation.

The rights to indemnification and to the advancement of expenses conferred in this Article X shall not be exclusive of any other right(s) which any person may have or hereafter acquire under these Amended and Restated Articles of Incorporation, the Bylaws of the Corporation, any statute, agreement, vote of shareholders or disinterested directors or otherwise.

Any repeal or modification of this Article X shall not adversely affect any rights to indemnification and/or to the advancement of expenses of a director of the Corporation existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

The Corporation shall have the power and authority to purchase and maintain insurance (including, without limitation, errors and omissions insurance) on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability or expenses asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability or expenses under the provisions of this Article X.

ARTICLE XI - BYLAW AMENDMENTS

In furtherance and not in limitation of the powers conferred by the laws of the State of Florida, each of the Board of Directors and the shareholders of the Corporation is expressly authorized and empowered to make, alter, amend and repeal the Bylaws of the Corporation in any respect not inconsistent with the laws of the State of Florida or with these Fifth Amended and Restated Articles of Incorporation. For the shareholders to make, alter, amend, or repeal the Bylaws of the Corporation in any respect, such action (in addition to any other vote required under applicable law or elsewhere in these Fifth Amended and Restated Articles of Incorporation) must be approved by the affirmative vote of the holders of a majority of the outstanding shares of capital stock entitled to vote thereon. The Corporation's Board of Directors may freely alter, amend or repeal the Bylaws of the Corporation unless (a) these Amended and Restated Articles of Incorporation or the FBCA (as the same exists or may hereafter be amended) reserves the power to alter, amend or repeal the Bylaws generally or a particular Bylaw provision exclusively to the shareholders, or (b) the shareholders of the Corporation, in altering, amending or repealing the Bylaws generally or a particular Bylaw provision, provide expressly that the Board of Directors may not alter, amend or repeal the Bylaws or that particular Bylaw provision.

ARTICLE XII – AFFILIATED TRANSACTIONS

The Corporation expressly elects not to be governed by Section 607.0901 of the Florida Business Corporation Act, as amended from time to time, relating to affiliated transactions.

ARTICLE XIII – CONTROL SHARE ACQUISITIONS

The Corporation expressly elects not to be governed by Section 607.0902 of the Florida Business Corporation Act, as amended from time to time, relating to control share acquisitions.

ARTICLE XIV - AMENDMENTS TO ARTICLES

The Corporation reserves the right to alter, amend or repeal any provision contained in these Restated and Amended Articles of Incorporation, or any amendment thereto, in the manner provided in the FBCA (as the same exists or may hereafter be amended), and any and all rights conferred upon the shareholders is subject to this reservation.

* * * * *

This Fifth Amended and Restated Articles of Incorporation of the Corporation has been duly authorized and directed by the Unanimous Written Consent of the Board of Directors and the Majority Shareholders of the Corporation, dated September __, 2023 which Board and shareholders' consent was sufficient for the approval of the amendment and restatement under Florida law. Such amendment and restatement of the Articles of Incorporation supersedes the original Articles of Incorporation of the Corporation and all amendments thereto effected prior to the date hereof.

Sportsman's Card, Inc. this 22 day of September, 2023.

BY: _____

Mitchell Sepaniak as CEO of Sportsman's Card

**CERTIFICATE REGARDING THE
FIFTH RESTATED AND AMENDED ARTICLES OF
INCORPORATION OF
SPORTSMAN'S CARD, INC.**

Sportsman's Card, Inc., a Florida corporation (the "Corporation"), hereby certifies, pursuant to and in accordance with Sections 607.1003 and 607.1007 of the Florida Business Corporation Act (Chapter 607, Florida Statutes), for the purpose of filing its Fourth Amended and Restated Articles of Incorporation with the Department of State of the State of Florida that:

1. The name of the Corporation is Sportsman's Card, Inc.
2. The Corporation's Articles of Incorporation were initially filed with the Department of State of the State of Florida on June 25, 2012, with an organizational date deemed effective June 25, 2012 (and were assigned Document Number P18000097827), and were amended by Articles of Amendment filed on November 29, 2018, March 12, 2021, March 22, 2021, May 17, 2021, and April 21, 2023, and were restated and amended by Amended and Restated Articles of Incorporated filed on September 22 2023
3. The Corporation's Fifth Restated and Amended Articles of Incorporation attached hereto (the "Restated Articles") contain various amendments to the Corporation's Articles of Incorporation, all as set forth in full in the attachment hereto.
4. The Fifth Amendment and Restatement hereby made to the Articles of Incorporation of the Corporation was duly adopted by written consents executed by the holders of not less than a majority of the voting power of the outstanding capital stock of, and all the members of the Board of Directors of, the Corporation as of the ____ day of September 2023, pursuant to Sections 607.0704 and 607.0821 of the Florida Business Corporation Act. The number of votes cast was sufficient for approval of the Amended and Restated Articles of Incorporation.

(Signature On The Following Page)