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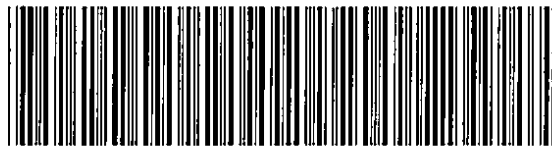
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Amended &
Restated
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NEOCRUMB INC _____

(CORPORATE NAME AND DOCUMENT #)

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**SPECIAL
INSTRUCTIONS:**

Corrected



FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 19, 2023

CORPORATE ACCESS INC

TALLAHASSEE, FL 3233

SUBJECT: NEOCRUMB, INC.
Ref. Number: P19000013830

We have received your document for NEOCRUMB, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

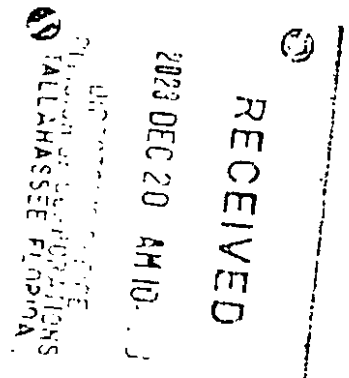
Please include the date of adoption of the amended and restated articles by the shareholders.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Annette Ramsey
OPS

Letter Number: 623A00028873



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TALLAHASSEE

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
NEOCRUMB, INC.,**

A FLORIDA CORPORATION

Pursuant to Section 607.1007 of the Florida Business Corporation Act (the "**FBCA**"), the undersigned, being the Chairperson and Secretary of NeoCrumb Inc., a Florida corporation (the "**Corporation**"), desiring to amend and restate the Articles of Incorporation of the Corporation (the "**Articles of Incorporation**"), does hereby certify:

FIRST: The Articles of Incorporation were initially filed with the Department of State of the State of Florida on February 13, 2019.

SECOND: These Amended and Restated Articles of Incorporation, which supersede the original Articles of Incorporation, were adopted by all of the directors of the Corporation on October 30, 2023 and by the requisite number of shareholders sufficient for approval as set forth in Section 607.1006 of the FBCA on November 16, 2023. To effect the foregoing, the text of the Articles of Incorporation is hereby restated and amended as herein set forth in full:

**Article I
NAME**

The name of the Corporation is NeoCrumb, Inc.

**Article II
PURPOSE**

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the FBCA.

**Article III
PRINCIPAL OFFICE AND MAILING ADDRESS, REGISTERED OFFICE AND REGISTERED AGENT**

3.1. Principal Office and Mailing Address.

The street and mailing address of the initial principal office of the Corporation is 29560 Beck Road Suite 101C, Wixom, Michigan, 48393.

3.2. Registered Office; Registered Agent.

The street address of the registered office of the Corporation is 2894 Remington Green Ln, Ste. A, Tallahassee, FL 32308. The name of the registered agent of the Corporation at that office is Registered Agent Solutions, Inc.

Article IV

CAPITAL STOCK

Unless otherwise indicated, references to "sections" and "subsections" in this this Article IV refer to sections and subsections of this Article IV.

4.1 Capitalization.

The total number of shares that the Corporation is authorized to issue and have outstanding at any time is Seventy Million Twenty Thousand One Hundred and Sixteen (70,020,116) shares, divided as follows:

4.1.1 Seventy Million (70,000,000) shares of common stock with no par value ("**Common Stock**"); and

4.1.2 Twenty Thousand One Hundred and Sixteen (20,116) shares of preferred stock with no par value ("**Preferred Stock**").

4.2 Common Stock.

4.2.1 Reclassification. Upon the filing of these Amended and Restated Articles of Incorporation (the "**Effective Time**"), each share of capital stock of the Corporation issued and outstanding immediately prior to the Effective Time shall be automatically and without the need for any further action reclassified and converted (the "**Reclassification**") into one share of newly designated Class A Common Stock (defined below).

4.2.2 Stock Records. All stock registers, ledgers, and similar records kept by the Corporation shall be updated to reflect that all issued and outstanding shares of capital stock of the Corporation shall, from and after the Effective Time, represent the same number of shares of Class A Common Stock.

4.2.3 Authorized Common Stock After Reclassification. After giving effect to the Reclassification, Fifty Million (50,000,000) shares of the Common Stock that the Corporation is authorized to issue and have outstanding at any time shall be designated as "**Class A Common Stock**" and Twenty Million (20,000,000) shares of the Common Stock that the Corporation is authorized to issue and have outstanding at any time shall be designated as "**Class B Common Stock**," each with the rights, preferences, powers, privileges and restrictions, qualifications and limitations set forth in this Article IV.

4.2.4 Dividends. Subject to the rights of the holders of shares of Series A Preferred Stock to receive the Series A Issue Price upon any Liquidation Event, the holders of shares of Common Stock shall be entitled to receive, out of funds or other assets of the Corporation legally available therefor, such dividends and other distributions as may be declared by the Board of Directors of the Corporation (the "**Board of Directors**") or any duly authorized committee thereof, in its discretion, when, as and if such distributions are so declared and paid or made.

4.2.5 Voting Rights.

(a) General. Except as may be otherwise provided herein, 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 a meeting), each holder of outstanding shares of Class A Common Stock shall be entitled to cast one vote per share of the Class A Common Stock held of record on the record date for the determination of shareholders entitled to vote on such matter. The holders of shares of Class B Common Stock shall not, with respect to the shares of Class B Common Stock held by such holder, be entitled to vote at any meeting of the shareholders of the Corporation, shall not be included in any written consents in lieu of meetings, and shall not be conferred any voting rights, except as otherwise required by law.

(b) Election of Directors. For so long as any share of Series A Preferred Stock remains outstanding, the holders of shares of Series A Preferred Stock shall be entitled to elect one (1) director of the Corporation (the "**Series A Preferred Director**"), exclusively and voting as a separate class. The holders of shares of Class A Common Stock, exclusively and voting as a separate class, shall be entitled to elect the balance of authorized number of directors of the Corporation as may be set by the Board of Directors from time to time, up to a maximum of four (4) directors (the "**Common Directors**"). There shall be no cumulative voting.

(c) Each Series A Preferred Director and each Common Director shall hold office until the next annual meeting of shareholders and until his or her successor shall be elected and shall qualify, subject, however, to his or her prior death, resignation or removal from office.

(d) Any director elected as provided in this Section 4.2.5 may be removed with or without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such shareholders duly called for that purpose or pursuant to a written consent of such shareholders. If the holders of shares of Series A Preferred Stock or Class A Common Stock, as the case may be, fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors, voting exclusively and as a separate class, pursuant to this Section 4.2.5, then any directorship not so filled shall remain vacant until such time as the holders of the Series A Preferred Stock or Class A Common Stock, as the case may be, elect a person to fill such directorship by vote or written consent in lieu of a meeting; and no such directorship may be filled by shareholders of the Corporation other than by the shareholders of the Corporation that are entitled to elect a person to fill such directorship, voting exclusively and as a separate class.

(e) Protective Provisions. The Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, without the written consent or affirmative vote of the holders of at least sixty percent (60%) of the outstanding shares of Class A Common Stock, do any of the following, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect:

(i) create any class or series of stock ranking (as to parity, payment, dividends, voting rights or liquidation preference) *pari passu* or senior to the Series A Preferred Stock, or any security convertible into or exercisable or exchangeable for any such class or series.

(ii) amend, alter, repeal or add any provision of these Amended and Restated Articles of Incorporation:

(iii) effect a merger or consolidation with or into any entity pursuant to which the Corporation is not the surviving entity or as a result of which the holders of the Common Stock immediately prior to such merger or consolidation will own less than eighty percent (80%) of the Corporation's outstanding shares of Common Stock following such merger or consolidation (with, for this purpose, all securities, options and warrants convertible into, exchangeable for, or which include the right to purchase Common Stock being deemed to have been fully converted or exercised both immediately before and immediately after such transaction);

(iv) adopt a plan of liquidation or dissolution for, or enter into any agreement to liquidate, dissolve or wind up, the Corporation;

(v) approve the sale of, or enter into any agreement to sell, all or substantially all of the assets of the Corporation;

(vi) adopt a plan of recapitalization, reclassification or reorganization of the Corporation, or enter into any agreement for the same, irrespective of the form of such transaction;

(vii) commence any case, proceeding or other action (1) under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to the Corporation, or seeking to adjudicate the Corporation as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, composition or other relief with respect to the Corporation or its debts, or (2) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for the Corporation or for all or any substantial part of the Corporation's assets, or making a general assignment for the benefit of the Corporation's creditors;

(viii) pay (or declare and set aside for payment) any dividend, or make any other distribution, upon the Common Stock or the Series A Preferred Stock except as otherwise expressly provided in these Amended and Restated Articles of Incorporation;

(ix) redeem, retire, purchase or otherwise acquire for any consideration any shares of Common Stock or Preferred Stock; *provided, however*, that the Corporation may purchase or otherwise acquire, from former employees of the Corporation, shares of Common Stock owned by such former employees; *provided, further*, that the aggregate amount that may be expended in any single calendar year for such purpose may not exceed \$100,000;

(x) make any loan or advance to, or guarantee any loan or advance for or engage in any transaction with any director, officer, shareholder, or any of their respective direct family members or affiliate companies, in each case that either (1) is not in the ordinary course of business (including but not limited to customary advances to employees) or (2) is in the ordinary course of business but is in an amount that exceeds \$100,000;

(xi) file any claim, action, suit or other proceeding against any individual or entity other than in the ordinary course of business;

(xii) except as provided for in the applicable annual operating budget of the Corporation approved by the Board of Directors (the "**Budget**"), incur any indebtedness in a principal amount that exceeds \$500,000;

(xiii) hire an investment banking firm;

(xiv) acquire, or invest in the debt or equity securities of, any other business entity, or purchase the assets of any other business entity, in each case in an amount exceeding \$25,000 in any single or related series of transactions, except for any purchase of equipment that is provided for in the Budget and the purchase price of which equipment is no more than the amount provided for in the Budget;

(xv) hire or terminate any executive officer, or amend in any material respect the terms of employment of any executive officer;

(xvi) permit the creation of liens on the Corporation's assets other than liens securing indebtedness or capital lease obligations provided for in the Budget;

(xvii) make any capital expenditure in excess of the amount set forth in the Budget;

(xviii) change the nature of the Corporation's business;

(xix) select or terminate the Corporation's auditors or legal counsel;

(xx) issue any shares of the Corporation's capital stock (i) in connection with a merger by the Corporation with, or the acquisition by the Corporation of all or a substantial part of the assets of, another entity or business, (ii) in connection with a strategic alliance, technology license or corporate partnership transaction or (iii) in lieu of cash compensation that would otherwise be paid to vendors of the Corporation;

(xxi) incur any indebtedness in a principal amount that exceeds \$50,000, but is less than \$500,000, except as provided for in the Budget;

(xxii) issues any shares of capital stock, appoint any new or replacement director(s), appoint any officer(s), or take any other action if as a result, the Corporation would not qualify as a Service-Disabled Veteran-Owned Small Business Concern pursuant to 13 CFR § 128.200(b), or any successor provision thereto; or

(xxiii) enter into any agreement or otherwise obligate the Corporation or any subsidiary thereof to do any of the foregoing.

4.2.6 Liquidation Rights. In the event of the occurrence of any Liquidation Event (as defined below), after all distributions required by these Amended and Restated Articles of Incorporation to be made to the holders of shares of Series A Preferred Stock have been so made, the holders of the Common Stock shall be entitled to share ratably (according to the number of shares of Common Stock held by them) in all remaining assets of the Corporation available for distribution to its shareholders.

4.2.7 Liquidation Event. As used in these Amended and Restated Articles of Incorporation, a "**Liquidation Event**" means the first to occur of: (i) the valid adoption by the Board of Directors or the shareholders of the Corporation of a "plan of liquidation" (as such term (or any corresponding term) is defined by federal income tax laws or regulations), (ii) a valid election by the Board of Directors or the shareholders of the Corporation to dissolve the Corporation, (iii) the sale of all or substantially all of the assets of the Corporation in any transaction or series of related transactions (other than sales in the ordinary course of business) or (iv) any merger, consolidation or reorganization to which the Corporation is a party, except for a merger, consolidation or reorganization (x) effected solely to change the Corporation's domicile or (y) after giving effect to such merger, consolidation or reorganization, the holders of the Corporation's outstanding capital stock (on a fully-diluted basis) immediately prior to the merger, consolidation or reorganization will own immediately following the merger, consolidation or reorganization at least the requisite number of shares necessary to elect a majority of the members of the board of directors of (1) the surviving or resulting corporation; or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation.

4.3 Series A Preferred Stock.

Twenty Thousand One Hundred and Sixteen (20,116) shares of the authorized and unissued Preferred Stock of the Corporation are hereby designated "**Series A Preferred Stock**" with the following rights, preferences, powers, privileges and restrictions, qualifications and limitations.

4.3.1 Liquidation Preference.

(a) Payment Upon Liquidation Event. Upon any Liquidation Event, the holders of the shares of Series A Preferred Stock then outstanding will be entitled to be paid out of the assets of the Corporation available for distribution to the Corporation's shareholders, or out of the consideration payable to shareholders in such Liquidation Event, prior and in preference to any payment to the holders of shares of Common Stock by reason of their ownership thereof, an amount per share equal to \$100.197 (the "**Series A Issue Price**"). The aggregate Series A Issue Price shall be paid or set apart for payment in full before the payment or setting apart for payment of any consideration to, or the distribution of any assets of the Corporation to, the holders of shares of Common Stock in connection with such Liquidation Event. If upon such Liquidation Event, the assets of the Corporation available for distribution to its shareholders are insufficient to pay the aggregate Series A Issue Price to the holders of shares of Series A Preferred Stock, the available remaining assets of the Corporation will be distributed among the holders of the shares of Series A Preferred Stock *pro rata* based upon the numbers of shares of Series A Preferred Stock held by them at such time.

(b) Notice. The Corporation shall mail written notice of the occurrence of a Liquidation Event not less than ten (10) days prior to the payment date stated therein, to each holder of record of shares of Series A Preferred Stock.

(c) Waiver. Any of the foregoing Subsections 4.3.1 or 4.3.2 may be waived in writing by the holders of a majority of the outstanding shares of Series A Preferred Stock, and such waiver shall be binding upon all the holders of Series A Preferred Stock.

4.3.2 Dividends. Except for the rights of the holders of shares of Series A Preferred Stock to receive the Series A Issue Price upon any Liquidation Event, no dividends or other distributions shall be paid to the holders of Series A Preferred Stock by reason of their ownership thereof.

4.3.3 Voting Rights. Except for the rights of the holders of shares of Series A Preferred Stock to appoint a director as set forth in Subsection 4.2.5, the holders of shares of Series A Preferred Stock shall not, with respect to the shares of Series A Preferred Stock held by such holders, be entitled to vote at any meeting of the shareholders of the Corporation, shall not be included in any written consents in lieu of meetings, and shall not be conferred any voting rights, except as otherwise required by law, *provided however*, that, the Corporation shall not, without the written consent or affirmative vote of the holders of at least a majority of the outstanding shares of Series A Preferred Stock at such time amend, alter or repeal any provision of these Amended and Restated Articles of Incorporation or the Bylaws of the Corporation in a manner that adversely affects the powers, preferences or rights of the Series A Preferred Stock.

4.3.4 Optional Redemption.

(a) General. The shares of Series A Preferred Stock are redeemable, in whole or in part, at the option of the Corporation as may be exercised by the Board of Directors (by majority Board vote), subject to the limitations set forth below, at a price per share equal to the Series A Issue Price (referred to in this Subsection 4.3.4 as the "**Series A Redemption Price**").

(b) Partial Redemption. If less than all the outstanding shares of Series A Preferred Stock are to be redeemed, the number of shares to be redeemed shall be determined by the unanimous vote of the Board of Directors, and the shares to be redeemed shall be determined pro rata or by lot or in such other manner and subject to such conditions as the Board of Directors in its sole discretion shall prescribe.

(c) Redemption Notice and Date. At least 10 days but not more than 90 days prior to the date fixed for the redemption of shares of Series A Preferred Stock, a written notice shall be delivered to each holder of record of shares of Series A Preferred Stock to be redeemed, notifying such holder of the election of the Corporation to redeem such shares, stating the date fixed for redemption thereof (the "**Series A Redemption Date**"), specifying the Series A Redemption Price, and calling upon such holder to surrender to the Corporation on the Series A Redemption Date at the place designated in such notice the certificate or certificates representing the number of shares specified in such notice of redemption. On or after the Series A Redemption Date each holder of shares of Series A Preferred Stock to be redeemed shall surrender the certificate or certificates for such shares to the Corporation at the place designated in such notice, and against such surrender the Series A Redemption Price of such shares shall be paid to or on the order of the person whose name appears on such certificate or certificates as the owner thereof, and each surrendered certificate shall be canceled. In case less than all the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares.

(d) Cessation of Rights. From and after the Series A Redemption Date (unless default shall be made by the Corporation in payment in full of the Series A Redemption Price), upon the surrender of certificates representing the same, dividends with respect to all redeemed shares shall cease and all rights with respect to such shares shall terminate.

(e) Deposit With Financial Institution. At its election, the Corporation prior to the Series A Redemption Date may deposit the Series A Redemption Price of shares of Series A Preferred Stock called for redemption in trust for the holders thereof with a bank or trust company (having a capital surplus and undivided profits aggregating not less than \$50,000,000), with irrevocable instructions and authority to redeem such shares upon surrender of certificates therefor, in which case the aforesaid notice to holders of shares of Series A Preferred Stock to be redeemed shall state the date of such deposit, shall specify the office of such bank or trust company as the place of payment of the Series A Redemption Price, and shall call upon such holders to surrender the certificates representing such shares at such place on or after the date fixed in such redemption notice (which shall not be later than the Series A Redemption Date) against payment of the Series A Redemption Price (including all accrued and unpaid dividends up to the Series A Redemption Date). Any interest accrued on such funds shall be paid to the Corporation from time to time. Any moneys so deposited which remain unclaimed by the holders of such shares of Series A Preferred Stock at the end of two years after the Series A Redemption Date shall be returned by such bank or trust company to the Corporation; thereafter, the holders of shares of Series A Preferred Stock redeemed on such Series A Redemption Date shall look only to the Corporation for payment of the Series A Redemption Price therefor.

(f) No Reissuance. Shares of Series A Preferred Stock redeemed, repurchased or retired pursuant to the provisions of this Subsection 4.3.4 shall thereupon be retired and may not be reissued.

4.3.5 No Conversion. The Series A Preferred Stock shall not be convertible into shares of any other series or class of capital stock of the Corporation.

4.4 Registration of Transfer; Replacement; Notices.

4.4.1 Registration of Transfer. The Corporation shall keep at its principal office a register for the issuance and transfer of shares of Common Stock and Preferred Stock. Transfers of shares shall be made on the books of the Corporation only by the holder of record thereof, by such person's attorney lawfully constituted in writing and upon the surrender of the certificate thereof, which shall be cancelled before a new certificate shall be issued.

4.4.2 Replacement. Upon receipt of evidence of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing one or more shares of the Corporation's capital stock, and an agreement to indemnify reasonably satisfactory to the Corporation (an affidavit of the registered holder, without bond, will be satisfactory), the Corporation will (at its expense) execute and deliver in lieu of such certificate a new certificate representing the number of shares represented by such lost, stolen, destroyed or mutilated certificate.

Article V NUMBER OF DIRECTORS

The Board of Directors shall consist of three to five directors, elected as set forth in Article IV. The number of directors may be increased or decreased as set forth in the Bylaws of the Corporation, subject to the provisions of these Amended and Restated Articles of Incorporation.

Article VI
LIABILITY FOR MONETARY DAMAGES

To the fullest extent permitted by the FBCA and other applicable 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 FBCA or any other law of the State of Florida is amended after approval by the shareholders of this Article VI 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 FBCA, as so amended. Any repeal or modification of the foregoing provisions of this Article VI 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.

Article VII
INDEMNIFICATION

The Corporation shall indemnify, advance expenses, and hold harmless, to the fullest extent permitted by the FBCA and other applicable law as it presently exists or may hereafter be amended, any person (a "**Covered Person**") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal (a "**Proceeding**"), by reason of the fact that they, or a person for whom they are the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation or of a partnership, joint venture, trust, enterprise, or nonprofit entity, including service with respect to employee benefit plans, against all liability, damages, and loss suffered and expenses (including attorneys' fees) actually and reasonably incurred by such Covered Person. Any amendment, repeal, or modification of this Article VII shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in these Amended and Restated Articles of Incorporation, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.



Required Signature/Registered Agent

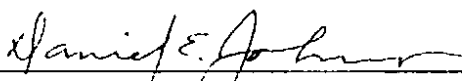
12/19/2023

Date

I submit these Amended and Restated Articles of Incorporation and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Florida

Department of State constitutes a third degree felony as provided for in Section 817.155 of the Florida Statutes.

DATE: December 13, 2023



Daniel E. Johnson, Chairperson and Secretary