

P19000016810

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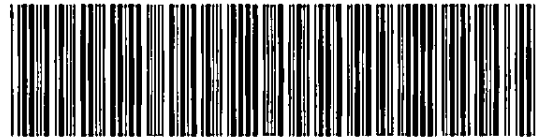
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COOPER
LAW LLC

Isaiah D. Cooper

Admitted in NY & CT

Tel: (203) 387-1595
Cell: (203) 233-4547
Twitter: @isaiahlawyer
LinkedIn: <http://www.linkedin.com/in/isaiahcooperlawllc>

68 Perkins Street
New Haven, CT 06513
(203) 721-6101
Fax:
E-Mail: icooper@cooperlaw.net
Website: <http://www.cooperlaw.net>

July 30, 2020

VIA US POST:

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

**Re: Articles of Amendment of the Articles of Incorporation of
Lighthouse Protection Corp. - P19000016810**

To Whom It May Concern:

I am enclosing the executed Articles of Amendment of the Articles of Incorporation of Lighthouse Protection Corp. for filing. I am also enclosing my firm's Check No. 1537 in the amount of Fifty-Two and 50/100 Dollars (\$52.50) to pay for the filing of the enclosed Articles of Amendment, a Certificate of Status for Lighthouse Protection Corp. and a certified copy of the enclosed Articles of Amendment. An additional copy of the Articles of Amendment are enclosed for this purpose.

Please return all correspondence concerning this filing to me at the address in the letterhead above. Any e-mail messages should be sent both to me (icooper@cooperlaw.net) and to Gus Bottazzi (gusbottazzi@lighthouse-protection.com).

Sincerely,

Isaiah D. Cooper

Enclosures

Cc: Mr. Gustavo Bottazzi

Articles of Amendment
to
Articles of Incorporation
of

Lighthouse Protection Corp

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

P19000016810

(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:

Not applicable.

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**)

Not applicable.

C. Enter new mailing address, if applicable:

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

Not applicable.

Not applicable.

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 Not applicable.

(Florida street address)

New Registered Office Address: Not applicable.

(City)

, Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

Thereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

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:

<u>X</u> Change	<u>PT</u>	<u>John Doe</u>
<u>X</u> Remove	<u>V</u>	<u>Mike Jones</u>
<u>X</u> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <u>X</u> Change	<u>DPCEO</u>	<u>Gustavo Bottazzi</u>	<u>521 Manns Harbor Drive</u>
<u> </u> Add			<u>Apollo Beach, FL 33572</u>
<u> </u> Remove			
2) <u> </u> Change	<u>DSVP</u>	<u>Michael D. Liss</u>	<u>P.O. Box 1364</u>
<u>X</u> Add			<u>Black Mountain, NC 28711</u>
<u> </u> Remove			
3) <u> </u> Change			
<u> </u> Add			
<u> </u> Remove			
4) <u> </u> Change			
<u> </u> Add			
<u> </u> Remove			
5) <u> </u> Change			
<u> </u> Add			
<u> </u> Remove			
6) <u> </u> Change			
<u> </u> Add			
<u> </u> Remove			

E. If amending or adding additional Articles, enter change(s) here:

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

Article III is being amended to delete the text thereof entirely and replace it with the following:

ARTICLE III PURPOSE

The corporation is being formed for the purpose of engaging in any lawful act or activity for which corporations may be organized under the Florida Business Corporation Act.

Article IV is being amended to delete the text thereof entirely and replace it with the following:

ARTICLE IV SHARES

The total number of shares of all classes of stock which the Corporation shall have the authority to issue shall be Sixteen Million (16,000,000) shares, consisting of (i) Eleven Million Five Hundred Thousand (11,500,000) shares of Common Stock, with no par value per share (the "Common Stock") and (ii) Four Million Five Hundred Thousand (4,500,000) shares of Preferred Stock, with no par value per share (the "Preferred Stock").

The Common Stock and the Preferred Stock may each be issued from time to time in one or more series. The Board of Directors is authorized to fix or alter the dividend rights, dividend rate, conversion rights, voting rights, and terms of redemption (including sinking fund provisions), the redemption price or prices, the liquidation preferences of any unissued and undesignated shares of the Common Stock or of any unissued or undesignated shares of the Preferred Stock, the number of shares constituting any series of the Common Stock so created, the number of shares constituting any series of the Preferred

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:

(if not applicable, indicate N/A)

The initial Two Hundred (200) shares originally authorized were authorized to be issued as follows:

One Hundred Sixty Shares (160) representing Eighty Percent (80%) were issued to Gustavo Bottazzi and Forty Shares (40) representing Twenty Percent (20%) were issued to Michael D. Liss. Subsequently, Mr. Bottazzi and Mr. Liss agreed jointly to transfer Three Percent (3%) of these shares (6 shares) back to the Corporation and to authorize the Corporation to issue Mr. George Fraise such shares upon his investment of Fifty Thousand Dollars (\$50,000.00) in the Corporation. The transfers by Mr. Bottazzi and Mr. Liss were done in proportion to their ownership of the shares of the Corporation. Consequently, the number of Shares held by Mr. Bottazzi were reduced to 155.2 Shares (transfer of 4.8 shares), and the number of Shares held by Mr. Liss were reduced to 38.8 Shares (transfer of 1.2 shares). Eighty Percent (80%) of Six (6) shares is 4.8 shares,

Continuation of Section E. on Page 3 of the Articles of Amendment of the Articles of Incorporation for Lighthouse Protection Corp.:

Stock so created, the designation of each series of the Common Stock so created, the designation of each series of the Preferred Stock so created; and to increase or decrease the number of shares of any series of the Common Stock or of any series of the Preferred Stock subsequent to the issue of shares of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be so decreased, the number of shares by which such series is decreased shall resume the status of undesignated shares of Common Stock or of undesignated shares of Preferred Stock, as applicable.

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.

COMMON STOCK. The Common Stock shall consist of a single series designate as the Series 1 Common Stock. The following is a statement of the powers, privileges and rights, and of the qualifications, limitations or restrictions with respect to the Series 1 Common Stock.

1. General. The dividend and liquidation rights of the holders of the Series 1 Common Stock may be subject to and qualified by the powers, privileges and rights, and the qualifications, limitations or restrictions designated for any series of the Preferred Stock by the Board of Directors upon the creation of any series of Preferred Stock.
2. Voting. Each holder of Common Stock shall be entitled to one vote for each share of Common Stock held by such holder at all meetings of the Corporation's stockholders (and with respect to any written consent resolutions adopted in lieu of meetings). There shall be no cumulative voting.

The number of authorized shares of Series 1 Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the Corporation's Board of Directors or by the affirmative vote by the holders of a majority of the outstanding shares of the Series 1 Common Stock of the Corporation entitled to vote.

3. Dividends. Dividends may be declared and paid on the Series 1 Common Stock from funds lawfully available therefor as and when determined by the Board of Directors.
4. Liquidation. Upon the dissolution or liquidation of the Corporation, whether voluntary or involuntary, prior to the establishment and issuance of any series of Preferred Stock, the holders of the issued shares of the Series 1 Common Stock will be entitled to receive all assets of the Corporation available for distribution to its stockholders.

PREFERRED STOCK. The Corporation's Board of Director reserves the right to fix or alter the dividend rights, dividend rate, conversion rights, voting rights, rights and terms of redemption (including sinking fund provisions), the redemption price or prices, the liquidation preferences of

any unissued and undesignated shares of the Preferred Stock, the number of shares constituting any series of the Preferred Stock so created, the designation of each series of the Preferred Stock so created; and to increase or decrease the number of shares of any series of the Preferred Stock subsequent to the issue of shares of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series of the Preferred Stock shall be so decreased, the number of shares by which such series is decreased shall resume the status of undesignated shares of Preferred Stock.

No amendments are being made to Article VI of the Corporation's Articles of Incorporation.

No amendment may be made to Article VII of the Corporation's Articles of Incorporation.

The following additional provision are added to the Corporation's Articles of Incorporation.

First. In furtherance of and not in limitation of powers conferred by statute, it is further provided that:

- A. election of directors need not be by written ballot; and
- B. the Board of Directors is expressly authorized to adopt, amend or repeal the Bylaws of the Corporation.

Second. Except to the extent that the Florida Business Corporation Act prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

Third.

A. Actions, Suits and Proceedings Other than by or in the Right of the Corporation.
The Corporation shall indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he is or was, or has agreed to become, a director or officer of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to hereafter as an "Indemnatee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with such action, suit or proceeding and any appeal therefrom, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person

did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. Notwithstanding anything to the contrary in this Article, except as set forth in Section H of this Article, the Corporation shall not indemnify an Indemnitee seeking indemnification in connection with a proceeding (or part thereof) initiated by the Indemnitee unless the initiation thereof was approved by the Board of Directors of the Corporation. Notwithstanding anything to the contrary in this Article, the Corporation shall not indemnify an Indemnitee to the extent such Indemnitee is reimbursed from the proceeds of insurance, and in the event the Corporation makes any indemnification payments to an Indemnitee and such Indemnitee is subsequently reimbursed from the proceeds of insurance, such Indemnitee shall promptly refund such indemnification payments to the Corporation to the extent of such insurance reimbursement.

B. Actions or Suits by or in the Right of the Corporation. The Corporation shall indemnify any Indemnitee who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was, or has agreed to become, a director or officer of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees) and, to the extent permitted by law, amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with such action, suit or proceeding and any appeal therefrom, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the applicable Florida court shall determine upon application that, despite the adjudication of such liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses (including attorneys' fees) which such court shall deem proper.

C. Indemnification for Expenses of Successful Party. Notwithstanding the other provisions of this Article, to the extent that an Indemnitee has been successful, on the merits or otherwise, in defense of any action, suit or proceeding referred to in Sections A and B of this Article, or in defense of any claim, issue or matter therein, or on appeal from any such action, suit or proceeding, he shall be indemnified against all expenses (including attorneys' fees) actually and reasonably incurred by him or on his behalf in connection therewith. Without limiting the foregoing, if any action, suit or proceeding is disposed of, on the merits or otherwise (including a disposition without prejudice), without (i) the disposition being adverse to the Indemnitee, (ii) an adjudication that the Indemnitee was liable to the Corporation, (iii) a plea of guilty or nolo contendere by the Indemnitee, (iv) an adjudication that the Indemnitee did not act in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and (v) with respect to any criminal proceeding, an adjudication that the Indemnitee had reasonable cause to believe his conduct was unlawful, the Indemnitee shall be considered for the purposes hereof to have been wholly successful with respect thereto.

D. Notification and Defense of Claim. As a condition precedent to his right to be

indemnified, the Indemnatee must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving him for which indemnity will or could be sought; provided, that the failure of the Indemnatee to give notice as provided herein shall not relieve the Corporation of its obligations under this Section except to the extent that the Corporation is adversely affected as a result of such failure. With respect to any action, suit, proceeding or investigation of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to the Indemnatee. After notice from the Corporation to the Indemnatee of its election so to assume such defense, the Corporation shall not be liable to the Indemnatee for any legal or other expenses subsequently incurred by the Indemnatee in connection with such claim, other than as provided below in this Section D. The Indemnatee shall have the right to employ his own counsel in connection with such claim, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of the Indemnatee unless (i) the employment of counsel by the Indemnatee has been authorized by the Corporation, (ii) counsel to the Indemnatee shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and the Indemnatee in the conduct of the defense of such action or (iii) the Corporation shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel for the Indemnatee shall be at the expense of the Corporation, except as otherwise expressly provided by this Article. The Corporation shall not be entitled, without the consent of the Indemnatee, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for the Indemnatee shall have reasonably made the conclusion provided for in clause (ii) above.

E. Advance of Expenses. Subject to the provisions of Section F below, in the event that the Corporation does not assume the defense, pursuant to Section D of this Article, of any action, suit, proceeding or investigation with respect to which the Corporation receives notice under this Article, any expenses (including attorneys' fees) incurred by an Indemnatee in defending a civil or criminal action, suit, proceeding or investigation or any appeal therefrom shall be paid by the Corporation in advance of the final disposition of such matter; provided, however, that the payment of such expenses incurred by an Indemnatee in advance of the final disposition of such matter shall be made only upon receipt of an undertaking by or on behalf of the Indemnatee to repay all amounts so advanced in the event that it shall ultimately be determined that the Indemnatee is not entitled to be indemnified by the Corporation as authorized in this Article. Such undertaking shall be accepted without reference to the financial ability of the Indemnatee to make such repayment.

F. Procedure for Indemnification. In order to obtain indemnification or advancement of expenses pursuant to Sections A, B, C, or E, of this Article, the Indemnatee shall submit to the Corporation a written request, including in such request such documentation and information as is reasonably available to the Indemnatee and is reasonably necessary to determine whether and to what extent the Indemnatee is entitled to indemnification or advancement of expenses. Any such indemnification or advancement of expenses shall be made promptly, and in any event within 60 days after receipt by the Corporation of the written request of the Indemnatee, unless with respect to requests under Sections A, B, or E, the Corporation determines within such 60-day period that the Indemnatee did not meet the applicable standard of conduct set forth in Section A, or B, as the case may be. Such determination shall be made in each instance by (a) a majority vote

of the directors of the Corporation consisting of persons who are not at that time parties to the action, suit or proceeding in question ("disinterested directors"), whether or not a quorum, (b) a majority vote of a quorum of the outstanding shares of stock of all classes entitled to vote for directors, voting as a single class, which quorum shall consist of stockholders who are not at that time parties to the action, suit or proceeding in question, (c) independent legal counsel (who may, to the extent permitted by law, be regular legal counsel to the Corporation), or (d) a court of competent jurisdiction.

G. Remedies. The right to indemnification or advances as granted by this Article shall be enforceable by the Indemnitee in any court of competent jurisdiction if the Corporation denies such request, in whole or in part, or if no disposition thereof is made within the 60-day period referred to above in Section F. Unless otherwise required by law, the burden of proving that the Indemnitee is not entitled to indemnification or advancement of expenses under this Article shall be on the Corporation. Neither the failure of the Corporation to have made a determination prior to the commencement of such action that indemnification is proper in the circumstances because the Indemnitee has met the applicable standard of conduct, nor an actual determination by the Corporation pursuant to Section F that the Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the Indemnitee has not met the applicable standard of conduct. The Indemnitee's expenses (including attorneys' fees) incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such proceeding shall also be indemnified by the Corporation.

H. Subsequent Amendment. No amendment, termination or repeal of this Article or of the relevant provisions of the Florida Business Corporation Act or any other applicable laws shall affect or diminish in any way the rights of any Indemnitee to indemnification under the provisions hereof with respect to any action, suit, proceeding or investigation arising out of or relating to any actions, transactions or facts occurring prior to the final adoption of such amendment, termination or repeal.

I. Other Rights. The indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which an Indemnitee seeking indemnification or advancement of expenses may be entitled under any law (common or statutory), agreement or vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in any other capacity while holding office for the Corporation, and shall continue as to an Indemnitee who has ceased to be a director or officer, and shall inure to the benefit of the estate, heirs, executors and administrators of the Indemnitee. Nothing contained in this Article shall be deemed to prohibit, and the Corporation is specifically authorized to enter into, agreements with officers and directors providing indemnification rights and procedures different from those set forth in this Article. In addition, the Corporation may, to the extent authorized from time to time by its Board of Directors, grant indemnification rights to other employees or agents of the Corporation or other persons serving the Corporation and such rights may be equivalent to, or greater or less than, those set forth in this Article.

J. Partial Indemnification. If an Indemnitee is entitled under any provision of this Article to indemnification by the Corporation for some or a portion of the expenses (including attorneys' fees), judgments, fines or amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with any action, suit, proceeding or investigation and any

appeal therefrom but not, however, for the total amount thereof, the Corporation shall nevertheless indemnify the Indemnitee for the portion of such expenses (including attorneys' fees), judgments, fines or amounts paid in settlement to which the Indemnitee is entitled.

K. Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) against any expense, liability or loss incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Florida Business Corporation Act.

L. Merger or Consolidation. If the Corporation is merged into or consolidated with another corporation and the Corporation is not the surviving corporation, the surviving corporation shall assume the obligations of the Corporation under this Article with respect to any action, suit, proceeding or investigation arising out of or relating to any actions, transactions or facts occurring prior to the date of such merger or consolidation.

M. Savings Clause. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each Indemnitee as to any expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with any action, suit, proceeding or investigation, whether civil, criminal or administrative, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

N. Definitions. Terms used herein and defined in the Florida Business Corporation Act shall have the respective meanings assigned to such terms in such Act.

O. Subsequent Legislation. If the Florida Business Corporation Act is amended after adoption of this Article to expand further the indemnification permitted to Indemnitees, then the Corporation shall indemnify such persons to the fullest extent permitted by the Florida Business Corporation Act, as so amended.

Except as otherwise provided herein, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Articles of Incorporation, in the manner now or hereafter prescribed by statute and this Articles of Incorporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

Continuation of Section F on Page 3 of the Articles of Amendment of the Articles of Incorporation of Lighthouse Protection Corp.:

and Twenty Percent (20%) of Six (6) shares is 1.2 shares.

Upon Mr. Fraise's investment of Fifty Thousand Dollars (\$50,000.00) in the Corporation, the Corporation issued Six (6) shares of stock to Mr. Fraise. After this transaction the original Two Hundred (200) shares of the Corporation's stock were held as follows:

Shareholder:	Shares Held:	Percentage Held:
Gustavo Bottazzi	155.2 shares	77.6%
Michael D. Liss	38.8 shares	19.4%
George P. Fraise	6.0 shares	3.0%
Total:	200.0 shares	100.0%

Upon the filing of these Articles of Amendment, the original Two Hundred (200) shares of the Corporation's stock shall be exchanged for Four Million (4,000,000) shares of Series 1 Common Stock so that Mr. Bottazzi, Mr. Liss and Mr. Fraise will be issued the following numbers of shares of Series 1 Common Stock:

Shareholder:	Shares of Series 1 Common Stock Issued:	Percentage Held:
Gustavo Bottazzi	3,104,000 shares	77.6%
Michael D. Liss	776,000 shares	19.4%
George P. Fraise	120,000 shares	3.0%
Total:	4,000,000 shares	100.0%

The remaining Seven Million Five Hundred Thousand (7,500,000) shares of Series 1 Common Stock will be held by the Corporation (i) in the event that the Investors in the Corporation choose to invoke the Over-Subscription Option, for the issuance of Five Hundred Thousand (500,000) additional shares to the holders of the Series 1 Common Stock (in the same proportions), (ii) for issuance to the Investors in the event that they choose to convert their Preferred Stock into Series 1 Common Stock, and/or (iii) for issuance pursuant to the Corporation's Long-Term Incentive Plan..

If the Investors choose to invoke the Over-Subscription Option, after the issuance of the additional Five Hundred Thousand (500,000) shares to the holders of the Series 1 Common Stock, such holders of the Series 1 Common Stock shall hold the numbers and percentages of the Series 1 Common Stock set forth in the following table:

Shareholder:	Shares of Series 1 Common Stock Issued:	Percentage Held:
Gustavo Bottazzi	3,492,000 shares	77.6%
Michael D. Liss	873,000 shares	19.4%
George P. Fraise	135,000 shares	3.0%
Total:	4,500,000 shares	100.0%

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

Effective date if applicable: _____
(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.

as of January 1, 2020
Dated _____

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)

Gustavo Bottazzi

(Typed or printed name of person signing)

CEO

(Title of person signing)