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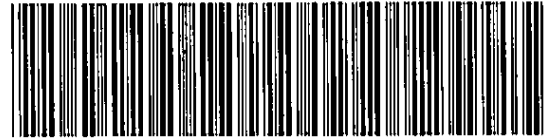
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

N CULLIGAN

JUN 24 2019

COVER LETTER

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

SUBJECT: The Ultimate Wine Club Inc.
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

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

☐ \$70.00 ☐ \$78.75
Filing Fee Filing Fee
 & Certificate of Status

☐ \$78.75 ☒ \$87.50
Filing Fee Filing Fee,
& Certified Copy Certified Copy
 & Certificate of
 Status

ADDITIONAL COPY REQUIRED

3 included

FROM: Ronald R. Spoechel
Name (Printed or typed)
11450 SE Dixie Highway, Suite 208
Address
Hobe Sound, FL 33455
City, State & Zip
(703) 563-9000
Daytime Telephone number
administrator@windrockcap.com
E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.

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19 JUN 11 PM 12:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
THE ULTIMATE WINE CLUB INC.

ARTICLE I: Name. The name of this corporation is The Ultimate Wine Club Inc. (the "Corporation").

ARTICLE II: Principal Office. The principal office address of the Corporation is 11450 SE Federal Hwy, Suite 208, Hobe Sound, Florida 33455.

ARTICLE III: Purpose. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Florida Business Corporations Act, as amended from time to time (the "FBCA").

ARTICLE IV: Capital Stock.

Section 4.1. **Authorized Shares.** The total number of shares of stock which the Corporation shall have authority to issue is two hundred one million (201,000,000), two hundred million (200,000,000) of which shall be shares of Common Stock without par value and one million (1,000,000) of which shall be shares of Preferred Stock without par value.

Section 4.2. **Preferred Stock.**

(a) **Board Authorized to Fix Terms.** The Board of Directors is authorized, subject to limitations prescribed by law, by resolution or resolutions to provide for the issuance of shares of Preferred Stock in one or more series, and, by filing a certificate when required by the applicable law of the State of Florida, to establish from time to time the number of shares to be included in each such series and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof. The authority of the Board with respect to each series shall include, but not be limited to, determination of the following:

(i) the number of shares constituting that series, including the authority to increase or decrease such number, and the distinctive designation of that series;

(ii) the dividend rate on the shares of that series, whether dividends shall be cumulative, and, if so, the date or dates from which they shall be cumulative and the relative rights of priority, if any, in the payment of dividends on shares of that series;

(iii) the voting rights, if any, of the shares of that series in addition to the voting rights provided by law and the terms of any such voting rights;

(iv) the terms and conditions, if any, upon which shares of that series shall be convertible or exchangeable for shares of any other class or classes of stock of the Corporation or other entity, including provision for adjustment of the conversion or exchange rate upon the occurrence of such events as the Board of Directors shall determine;

(v) the right, if any, of the Corporation to redeem shares of that series and the terms and conditions of such redemption, including the date or dates upon or after which they shall be redeemable and the amount per share payable in case of redemption, which amount may vary according to different conditions and different redemption dates;

(vi) the obligation, if any, of the Corporation to retire shares of that series pursuant to a retirement or sinking fund or fund of a similar nature for the redemption or purchase of shares of that series and the terms and conditions of such obligation;

(vii) the rights of the shares of that series in the event of voluntary or involuntary liquidation, dissolution or winding up of the Corporation, and the relative rights of priority, if any, in the payment of shares of that series; and

(viii) any other rights, preferences and limitations of the shares of that series as may be permitted by law.

(b) Dividend Preference. Dividends, if any, on outstanding shares of Preferred Stock shall be paid or declared and set apart for payment before any dividends shall be paid or declared and set apart for payment on shares of Common Stock with respect to the same dividend period.

(c) Relative Liquidation Preference. If, upon any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the assets available for distribution to holders of shares of Preferred Stock of all series shall be insufficient to pay such holders the full preferential amount to which they are entitled, then such assets shall be distributed ratably among the shares of all series of preferred stock in accordance with their respective priorities and preferential amounts (including unpaid cumulative dividends, if any) payable with respect thereto.

(d) Reissuance of Preferred Stock. Subject to the conditions or restrictions on issuance set forth in the resolution or resolutions adopted by the Board of Directors providing for the issue of any series of shares of Preferred Stock, shares of Preferred Stock of any series that have been redeemed or repurchased by the Corporation (whether through the operation of a sinking fund or otherwise) or that, if convertible or exchangeable, have been converted or exchanged in accordance with their terms, shall be retired and have the status of

authorized and unissued shares of Preferred Stock of the same series and may be reissued as a part of the series of which they were originally a part or may, upon the filing of an appropriate certificate with the Florida Secretary of State, be reissued as part of a new series of shares of Preferred Stock to be created by resolution or resolutions of the Board of Directors or as part of any other series of shares of Preferred Stock.

Section 4.3. Series A Convertible Preferred Stock. Three hundred thousand (300,000) shares of the authorized and unissued Preferred Stock of the Corporation are hereby designated "Series A Convertible Preferred Stock" with the following rights, preferences, powers, privileges, restrictions, qualifications, and limitations shall be as set forth herein.

(a) Dividends. Holders of Series A Convertible Preferred Stock shall be entitled to receive, and the Corporation shall pay, dividends on shares of Series A Convertible Preferred Stock equal (on an as-if-converted-to-Common-Stock basis) to and in the same form as dividends actually paid on shares of Common Stock when, as and if such dividends are paid on shares of the Common Stock. No other dividends shall be paid on shares of Series A Convertible Preferred Stock or on any other Preferred Stock.

(b) Voting Rights. The shares of Series A Convertible Preferred Stock shall vote on all matters as a class with the holders of Common Stock and each share of Series A Convertible Preferred Stock shall be entitled to the number of votes per share equal to the Conversion Rate. Furthermore, as long as any shares of Series A Convertible Preferred Stock are outstanding, the Corporation shall not, without the affirmative vote of the holders of at least two thirds (66 2/3%) of the then outstanding shares of the Series A Convertible Preferred Stock amend these Articles of Incorporation or other charter documents to (a) alter or change adversely the powers, preferences or rights given to the Series A Convertible Preferred Stock or alter or amend these Articles of Incorporation in any manner that adversely affects any rights of the holders Series A Convertible Preferred Stock, (b) authorize or create any class of stock ranking as to dividends, redemption or distribution of assets upon a Liquidation (as defined in Section 4.3(c)) senior to or otherwise pari passu with the Series A Convertible Preferred Stock, (c) increase the number of authorized shares of Series A Convertible Preferred Stock, or (d) enter into any agreement with respect to any of the foregoing.

(c) Rank and Liquidation.

(i) The Series A Convertible Preferred Stock shall rank (x) on par with the Common Stock as to dividend rights and (y) senior to the Common Stock and any other class of securities as to distributions of assets upon liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily.

(ii) Upon liquidation, dissolution or winding up of the Corporation (any such event, a "Liquidation"), whether voluntary or involuntary, each holder of shares of Series A Convertible Preferred Stock shall be entitled to receive, in preference to the holders of Common Stock and any other class of securities, an amount of cash equal to the sum of (i) the product of the number of shares of Series A Convertible Preferred Stock then held by such holder, multiplied by twice the Original Issue Price; and (ii) the amount that

would be payable to such holder in the Liquidation in respect of Common Stock issuable upon conversion of such shares of Series A Convertible Preferred Stock if all outstanding shares of Series A Convertible Preferred Stock were converted into Common Stock immediately prior to the Liquidation (the "Liquidation Price").

(d) Conversion.

(i) Conversion Rate. Each share of Preferred Stock shall be convertible, at any time and from time to time from and after the original issue date at the option of the holder thereof, and without the payment of additional consideration by the holder thereof, into ten (10) shares of Common Stock ("Conversion Rate"), subject to adjustment as described below. Each conversion shall be deemed to have been effected immediately prior to the close of business on the date on which certificates for the Series A Convertible Preferred Stock have been surrendered and such notice received by the Corporation, and the person or persons in whose name or names any certificate or certificates for shares of Common Stock shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares represented thereby at such time on such date, and such conversion shall be at the Conversion Rate in effect at such time on such date unless the stock transfer books of the Corporation shall be closed on that date, in which event such conversion shall have been deemed to have been effected and such person or persons shall be deemed to have become the holder or holders of record at the close of business on the next succeeding day on which such stock transfer books are open, but such conversion shall be at the Conversion Rate in effect on the date on which such shares shall have been surrendered and such notice received by the Corporation.

(ii) Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the issuance of the Series A Convertible Preferred Stock effect a subdivision of the outstanding Common Stock, the Conversion Rate then in effect immediately before that subdivision shall be proportionately increased. If the Corporation shall at any time or from time to time after the issuance of the Series A Convertible Preferred Stock combine the outstanding shares of Common Stock, the Conversion Rate then in effect immediately before the combination shall be proportionately decreased. Any adjustment under this paragraph shall become effective at the time at which the date such subdivision or combination becomes effective.

(iii) Adjustment for Reclassification, Exchange or Substitution. If, at any time on or after the original issue date of the Series A Convertible Preferred Stock, the Common Stock shall be changed into the same or a different number of shares of any class or classes of stock, whether by capital reorganization, reclassification, or otherwise (other than a subdivision or combination of shares or stock dividend provided for in Section 4.3(d)(ii) above, or a reorganization, merger, consolidation, or sale of assets provided for in Section 4.3(d)(iv) below), the holders of the Series A Convertible Preferred Stock shall have the right thereafter to convert such shares into the kind and amount of shares of stock and other securities and property receivable upon such reorganization, reclassification, or other change, as would be received by holders of the number of shares of Common Stock

into which such shares of the Series A Convertible Preferred Stock might have been converted immediately prior to such reorganization, reclassification, or change.

(iv) Adjustment for Merger or Reorganization. If there shall occur any reorganization, recapitalization, reclassification, consolidation, or merger involving the Corporation in which the Common Stock (but not the Series A Convertible Preferred Stock) is converted into or exchanged for securities, cash, or other property, then, following any such reorganization, recapitalization, reclassification, consolidation, or merger, each share of Series A Convertible Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property that a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Series A Convertible Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation, or merger would have been entitled to receive pursuant to such transaction. Furthermore, the Corporation shall not enter into or be party to any such reorganization, recapitalization, reclassification, consolidation, or merger involving the Corporation unless the successor entity assumes in writing all of the obligations of the Corporation as to the Series A Convertible Preferred Stock.

(v) Adjustment for Dilutive Events. If, at any time while this Series A Convertible Preferred Stock is outstanding, the Corporation or any subsidiary sells or grants any option to purchase or sells or grants any right to reprice its securities, or otherwise disposes of or issues (or announces any sale, grant or any option to purchase or other disposition) any Common Stock or Common Stock equivalents entitling any person to acquire shares of Common Stock at an effective price per share that is lower than the then Conversion Price (such lower price, the "Base Conversion Price" and such issuances collectively, a "Dilutive Issuance") (if the holder of the Common Stock or Common Stock equivalents so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options or rights per share which are issued in connection with such issuance, be entitled to receive shares of Common Stock at an effective price per share that is lower than the Conversion Price, such issuance shall be deemed to have occurred for less than the Conversion Price on such date of the Dilutive Issuance), then the Conversion Price shall be reduced to equal the Base Conversion Price, and the Conversion Rate shall be adjusted upwards by the factor of (a) the Conversion Price just prior to such Dilutive Event divided by (b) the Base Conversion Price. The initial Conversion Price shall be equal to the original issue price of a share of Series A Convertible Preferred Stock divided by the initial Conversion Rate in Section 4.3(d)(i). Notwithstanding the foregoing, no adjustment will be made under this Section 4.3(d)(iv) in respect of an issuance of securities to employees, officers, and directors pursuant to any stock or option plan duly adopted for such purpose by a majority of the independent directors of the board of directors of the Corporation. If the Corporation enters into a transaction with a variable conversion rate, the Corporation shall be deemed to have issued Common Stock or Common Stock equivalents at the lowest possible conversion price at which such securities may be converted or exercised.

(vi) Fractional Shares. No fractional shares or scrip representing fractions of shares of Common Stock shall be issued upon conversion of the Series A Convertible Preferred Stock. If the issuance would result in the issuance of a fraction of a share of Common Stock, the Corporation shall round such fraction of a share of Common Stock up to the nearest whole share.

(c) Put Option. Any holder of shares of Series A Convertible Preferred Stock may, at any time (i) after five (5) years from the issuance of any such shares of Series A Convertible Preferred Stock or (ii) upon a breach by the Corporation of any provision or obligation in these Articles of Incorporation or in any document governing the obligations or covenants of the Corporation as to the Series A Convertible Preferred Stock, by providing a written request to the Corporation, require the Corporation within five (5) days of such request to purchase some or all such holder's shares of Series A Convertible Preferred Stock outstanding at a purchase price equal to the Liquidation Price, and the Corporation shall promptly purchase the number of Shares so specified and owned by the holder thereof.

(f) Reservation and Listing of Shares of Common Stock. The Corporation shall at all times reserve and keep available, free from preemptive rights, out of the aggregate of its authorized but unissued shares of Common Stock for the purpose of effecting conversion of the Series A Convertible Preferred Stock, the full number of shares of Common Stock deliverable upon the conversion of all outstanding shares of Series A Convertible Preferred Stock not theretofore converted. Furthermore, the Corporation shall not enter into any transaction or arrangement which may cause it to breach such obligation.

(g) Listing and Registration of Shares of Common Stock. The Corporation shall, at its sole cost and expense, in good faith and as expeditiously as possible and prior to such delivery, cause the shares of Common Stock required to be delivered upon conversion of the Series A Convertible Preferred Stock to be listed upon each national securities exchange, if any, upon which the outstanding Common Stock is listed at the time of such delivery.

(h) Transfer Taxes. The Corporation shall pay any and all documentary, stamp, transfer, issuance and other taxes that may be payable in respect of any issuance or delivery of Common Stock upon conversion of Series A Convertible Preferred Stock.

ARTICLE V: Initial Directors and Officers. The name and address of the initial directors are as follows:

Name and Title

Mailing Address

Ronald R. Spochel,
Chairman

11450 SE Dixie Highway
Suite 208
Hobe Sound, Florida 33455

Bruce Caprara	11450 SE Dixie Highway Suite 208 Hobe Sound, Florida 33455
G. Briggs Kilborne	11450 SE Dixie Highway Suite 208 Hobe Sound, Florida 33455
Elizabeth S. Spoehel	11450 SE Dixie Highway Suite 208 Hobe Sound, Florida 33455
Eve M. Williams	11450 SE Dixie Highway Suite 208 Hobe Sound, Florida 33455

The name and address of the initial officers are as follows:

<u>Name and Title</u>	<u>Mailing Address</u>
Eve M. Williams, President, Treasurer, and Secretary	11450 SE Dixie Highway Suite 208 Hobe Sound, Florida 33455
Bruce Caprara, Chief Business Development Officer	11450 SE Dixie Highway Suite 208 Hobe Sound, Florida 33455

ARTICLE VI: Registered Office and Agent. The address of the Corporation's registered office in the State of Florida is to be located at 7901 4th St N STE 300, St. Petersburg, Florida 33702. Its registered agent at such address is Registered Agents Inc.

ARTICLE VII: Incorporator. The name and mailing address of the incorporator is as follows:

<u>Name</u>	<u>Mailing Address</u>
Ronald R. Spoehel	11450 SE Dixie Highway Suite 208 Hobe Sound, FL. 33455

ARTICLE VIII: Elimination of Certain Liability of Directors. No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (c) for any transaction from which the

director derived an improper personal benefit. If the FBCA is hereafter amended to permit a corporation to further eliminate or limit the liability of a director of a corporation, then the liability of a director of the Corporation, in addition to the circumstances in which a director is not personally liable as set forth in the preceding sentence, shall, without further action of the directors or stockholders, be further eliminated or limited to the fullest extent permitted by the FBCA as so amended. Neither any amendment, repeal, or modification of this Article Eight, nor the adoption or amendment of any other provision of these Articles of Incorporation or the bylaws of the Corporation inconsistent with this Article Eight, shall adversely affect any right or protection provided hereby with respect to any act or omission occurring prior to the date when such amendment, repeal, modification, or adoption became effective.

ARTICLE IX: Indemnification.

Section 9.1. Right to Indemnification. Each person who was or is a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit, proceeding or alternative dispute resolution procedure, whether (a) civil, criminal, administrative, investigative or otherwise, (b) formal or informal or (c) by or in the right of the Corporation (collectively, a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director, officer, advisory board member, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, manager, officer, advisory board member, partner, trustee, employee or agent of another foreign or domestic corporation or of a foreign or domestic limited liability company, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as such a director, officer, advisory board member, employee or agent of the Corporation or in any other capacity while serving as such other director, manager, officer, advisory board member, partner, trustee, employee or agent, shall be indemnified and held harmless by the Corporation against all judgments, penalties and fines incurred or paid, and against all expenses (including attorneys' fees) and settlement amounts incurred or paid, in connection with any such proceeding, except in relation to matters as to which the person did not act in good faith and in a manner the person 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 the person's conduct was unlawful. Until such time as there has been a final judgment to the contrary, a person shall be presumed to be entitled to be indemnified under this Section 9.1. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, either rebut such presumption or create a presumption that (a) the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, (b) with respect to any criminal action or proceeding, the person had reasonable cause to believe that the person's conduct was unlawful or (c) the person was not successful on the merits or otherwise in defense of the proceeding or of any claim, issue or matter therein. If the FBCA is hereafter amended to provide for indemnification rights broader than those provided by this Section 9.1, then the persons referred to in this Section 9.1 shall be indemnified and held harmless by the Corporation to the fullest extent permitted by the FBCA as so amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior to such amendment).

Section 9.2. Determination of Entitlement to Indemnification. A determination as to whether a person who is a director or officer of the Corporation at the time of the determination is entitled to be indemnified and held harmless under Section 9.1 shall be made (a) a majority vote of the directors who are not parties to such proceeding, even though less than a quorum, (b) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, (c) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (d) by the stockholders. A determination as to whether a person who is not a director or officer of the Corporation at the time of the determination is entitled to be indemnified and held harmless under Section 9.1 shall be made by or as directed by the Board of Directors of the Corporation.

Section 9.3. Mandatory Advancement of Expenses. The right to indemnification conferred in this Article Nine shall include the right to require the Corporation to pay the expenses (including attorneys' fees) incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Board of Directors so determines, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer of the Corporation (but not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such indemnitee, to repay all amounts so advanced if it shall be finally determined that such indemnitee is not entitled to be indemnified for such expenses under Section 9.1 or otherwise.

Section 9.4. Non-Exclusivity of Rights. The right to indemnification and the advancement of expenses conferred in this Article Nine shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, any provision of these Articles of Incorporation or of any bylaw, agreement, or insurance policy or arrangement, or any vote of stockholders or disinterested directors, or otherwise. The Board of Directors is expressly authorized to adopt and enter into indemnification agreements with, and obtain insurance for, directors and officers.

Section 9.5. Effect of Amendment. Neither any amendment, repeal, or modification of this Article Nine, nor the adoption or amendment of any other provision of these Articles of Incorporation or the bylaws of the Corporation inconsistent with this Article Nine, shall adversely affect any right or protection provided hereby with respect to any act or omission occurring prior to the date when such amendment, repeal, modification, or adoption became effective.

ARTICLE X: Miscellaneous. The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation and for the purpose of creating, defining, limiting and regulating powers of the Corporation and its directors and stockholders:

Section 10.1 No Preemptive Rights. The holders of the Corporation's capital stock shall have no preemptive rights to subscribe for any shares of any class of stock of the Corporation whether now or hereafter authorized.

Section 10.2 Manner of Election of Directors. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

Section 10.3 Adoption and Amendment of Bylaws. The Board of Directors shall have power to make and adopt bylaws with respect to the organization, operation and government of the Corporation and, subject to such restrictions as may be set forth in the bylaws, from time to time to change, alter, amend or repeal the same, but the stockholders of the Corporation may make and adopt additional bylaws and, subject to such restrictions as may be set forth in the bylaws, may change, alter, amend or repeal any bylaw whether adopted by them or otherwise.

Section 10.4 Vote Required to Amend Certificate of Incorporation. Notwithstanding any other provision of these Articles of Incorporation or the bylaws of the Corporation or any provision of law which might otherwise permit a lesser vote, but in addition to any affirmative vote of the holders of any particular class or series of stock required by law, these Articles of Incorporation, the terms of any class or series of stock having preference over the Common Stock as to dividends or upon liquidation, or the bylaws, the affirmative vote of the holders of at least 80% of the Corporation's capital stock entitled to vote generally in the election of directors, voting as a single class, shall be required to alter, amend, or adopt any provision inconsistent with or repeal Articles Eight and Nine of these Articles of Incorporation.

Section 10.5 Severability. In the event any provision (or portion thereof) of these Articles of Incorporation shall be found to be invalid, prohibited, or unenforceable for any reason, the remaining provisions (or portions thereof) of these Articles of Incorporation shall be deemed to remain in full force and effect, and shall be construed as if such invalid, prohibited, or unenforceable provision had been stricken herefrom or otherwise rendered inapplicable, it being the intent of the Corporation and its stockholders that each such remaining provision (or portion thereof) of these Articles of Incorporation remain, to the fullest extent permitted by law, applicable and enforceable as to all stockholders, notwithstanding any such finding.

Section 10.6 Reservation of Right to Amend Articles of Incorporation. The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute or herein, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE XI: Effective Date. The effective date is June 5, 2019.

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

Bill Hume

Registered Agent

06/06/2019

Date

I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s817.155, F.S.

Russ R. Spradell

Incorporator

06/06/2019

Date

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19 JUN 11 PM 12:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA