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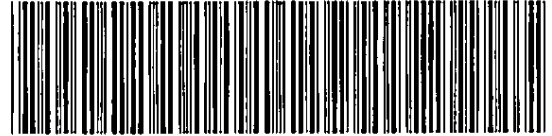
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2019 AUG -5 AM 10:00  
SECRETARY OF STATE  
TALLAHASSEE, FL

AUG 14 2019  
C Kinsey

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** High Noon Game, Inc.

**DOCUMENT NUMBER:** P19000059422

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

Please return all correspondence concerning this matter to the following:

Paul Barker  
Name of Contact Person  
High Noon Game, Inc.  
Firm/ Company  
9570 Regency Square Blvd.  
Address  
Jacksonville, FL 32225  
City/ State and Zip Code

paul1@welcomhomecare.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

RAD EKKAWI at ( 904 ) 402-6471  
Name of Contact Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

- |   |  |   |  |
|---|--|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certified Copy<br>(Additional copy is<br>enclosed) | <input type="checkbox"/> \$52.50 Filing Fee<br>Certificate of Status<br>Certified Copy<br>(Additional Copy<br>is enclosed) |
|---|--|---|--|

**Mailing Address**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301



Amendment # 2 (Dated August 6, 2019)

to the ARTICLES OF INCORPORATION

For: High Noon Game, Inc. (Florida Document # P19000059422)

**Informational NOTES – To This Amendment # 2 (14 Total Pages)**

- The initial Articles of Incorporation were FILED July 22, 2019 and were accepted by Florida Sec. of State with an Effective Date of July 19, 2019 (Effective Date as shown in Article VIII)
- **Amendment # 1** to these Articles of Incorporation was filed by mail on August 5, 2019: It changed Article IV to state the number of shares the corporation is authorized to issue is: 12,000 (the July 22, 2019 Articles of Incorporation stated the corporation authorized 10,000 shares). And, it also changed Article VII to add Radwan M. Ekkawi as VP.
- **This Amendment # 2, does the following:**
  - **Amends Article IV. (Pages 2 to 6)** Specifies the 12,000 shares authorized are one class of stock: Common Stock. Furthermore, 7,200 of those shares are voting and 4,800 shares are non-voting. Provides the 4,800 shares with: equal rights to assets upon dissolution/sale; pre-emptive rights (right of first refusal); and, rights to vote on any Amendment that would increase the authorized number of shares beyond the 12,000 shares authorized.
  - **Adds NEW Articles 1X, X, and XI (Pages 6 to 13)**

**ARTICLE IV AMENDED TO READ**

**Amendment to Article IV:**

The number of shares of stock that High Noon Game, Inc. is authorized to issue is:

One-class of shares: 12,000 shares of Common Stock.

The 12,000 authorized shares consist of 7,200 voting shares and 4,800 non-voting shares (the 4,800 shares are equally entitled to receive the net assets/proceeds of the corporation upon sale/dissolution).

According to current Florida Statutes the type of Authorized stock permitted are as follows:

– 607.0601, F.S. (Florida Statutes) States (in part)

**607.0601 Authorized Shares—**

(2) The articles of incorporation must authorize:

(a) One or more classes of shares that together have unlimited voting rights, and

(b) One or more classes of shares (**which may be the same class or**

**classes as those with voting rights)** that together are entitled to receive the net assets of the corporation upon dissolution

(3) The articles of incorporation may authorize one or more classes of shares that:

(a) Have special, conditional, or limited voting rights, or **no right to vote**,

– 607.0602, F.S. (Florida Statutes) States (in part)

**607.0602 Terms of class or series determined by board of directors.—**

(1) **If the articles of incorporation so provide, the board of directors may determine, in whole or part, the preferences, limitations, and relative rights**

(within the limits set forth in s. 607.0601) of (a) Any class of shares **before the issuance of any shares of that class**

**DECLARATION BEFORE ISSUANCE OF ANY SHARE** (Herein made in accordance with F.S. 607.0601 and F.S. 607.0602): **This Amendment #2 to the Articles of Incorporation provide that before the issuance of any shares** that High Noon Game, Inc herein above choses to authorize the issuance of one-class of 12,000 shares to be Common Stock: that 7,200 of those shares shall be voting shares; and, 4,800 will be non-voting shares. Furthermore, that these 4,800 shares are

equally entitled to receive the net assets/proceeds of the corporation upon sale/dissolution) and as described in further detail below:

<b>• <u>SHARES CHART:</u></b>	<b>% OF Authorized Shares (<u>Shares Entitled to Net Proceeds on Company Sale</u>)</b>	<b>% OF Voting Shares (<u>Shares Entitled to Vote</u>)</b>
<b>7,200 Shares</b>	<b>..... 60% .....</b>	<b>..... 100% .....</b>
<b>4,800 Shares</b>	<b>..... 40% .....</b>	<b>..... 0% .....</b>

- The first 7,200 shares (60% of Common Shares) authorized for issuance, but not yet issued, have unlimited VOTING Shares.

The first 7,200 shares, the voting shares are to be issued in their entirety to the persons or entities to be named in the Corporation's first Inaugural Stockholders meeting.

The names of the shareholders for the first 7,200 authorized voting shares to be decided and issued in the first inaugural meeting of the Stockholders; and, the minutes of such inaugural meeting are to disclose the following: their individual respective percent of ownership (which should total 60%) and their individual respective percent of voting power (which should total 100%).

- The 4,800 non-voting shares (40% of Common Shares) authorized for issuance are to be issued/ offered for sale any time after the above 7,200 voting shares are issued. These 4,800 non-voting shares are shares entitled to receive their pro-rata distribution of net assets/proceeds of the corporation upon dissolution (in accordance with F.S. 607.0601).
- While the 4,800 non-voting shares are limited, as a general rule, from the operation of the company and participating in Board meetings these 4,800 shares (to the extent they are issued) are none the less entitled to Preemptive voting Rights ((P(Preemptive rights—also sometimes called anti-dilution provisions, right of first refusal, and/or subscription rights):

– 607.10025 , F.S. (Florida Statutes) States - Shares; combination or division — (States in part)

(1) For purposes of this section, the terms “division” and “combination” mean dividing or combining shares of any issued and outstanding class or series into a greater or lesser number of shares of the same class or series.

(2) *Unless the articles of incorporation provide otherwise, a division or combination may be effected solely by the action of the board of directors.*

... (2) (a) (b) ... (c) The board shall not have the authority to amend the articles, and shareholder approval of any amendment shall be required pursuant to s. 607.1003, if, as a result of the amendment, the rights or preferences of the holders of any outstanding class or series will be adversely affected, or the percentage of authorized shares remaining unissued after the share division or combination will exceed the percentage of authorized shares that was unissued before the division or combination.

...

**(8) This section applies only to corporations with more than 35 shareholders of record.**

While the intention in offering 4,800 non-voting shares is to raise approximately \$200,000.00 it is anticipated that there may or may not be more than 35 shareholders. Non-the-less the High-Noon Game, Inc declares, that even if there are fewer than 35 shareholders, that High Noon Game, Inc. will still provide Preemptive rights (including voting) in accordance with 607.10025 F.S.(2) (c) above and Section 607.1004 F.S below for any and all of the 4,800 non-voting shares issued.

The Board however reserves the rights to make any decision, without Stock Holder approval, afforded under the opening shown in 607.10025 F.S (2) above to change and/or issue any, if applicable, un-issued common shares (in the 4,800 authorized non-voting shares) to be issued as either non-voting or voting common shares as long as the total number of authorized 12,000 common shares does not change.

– 607.1004 , F.S. (Florida Statutes) States - Voting on amendments by voting groups

*(1) The holders of the outstanding shares of a class are entitled to vote as a class (if shareholder voting is otherwise required by this act) upon a proposed amendment, if the amendment would:*

*... (g) Limit or deny an existing preemptive right of all or part of the shares of the class.*

*(4) A class or series of shares is entitled to the voting rights granted by this section although the articles of incorporation provide that the shares are nonvoting shares.*

- Therefore, these Articles of Incorporation, provide any and all of the authorized 4,800 non-voting shares, that are issued, with the following Preemptive Rights:
  - These 4,800 Non-Voting Shares are given voting share privileges to vote on any Amendment that would alter the Authorized Common Shares to exceed the 12,000 authorized shares.
  - In the event additional shares are authorized by an Amendment then any outstanding and issued shares, of the 4,800 non-voting shares, are to be given the right to buy, but not the obligation to do so, a proportional interest in any future issue of the company's common stock beyond the 12,000 shares authorized. Although this preemptive right offers the opportunity to buy stock, it does not infer any kind of obligation to buy stock on the part of a shareholder. In this way, this preemptive right is essentially a right of first refusal.
- Before the issuance of these non- voting shares this Amendment #2 to the Articles of Incorporation direct that the following language, or similar disclosure language, be included in the Agreement for Purchase & Sale of these authorized 4,800 shares :
  - *The authorized capital stock of the seller consists of 12,000 shares of common stock of which: 7,200 shares are voting shares (60% of the Company); and, 4,800 shares are non-voting shares (40% of the*

*Company). There are no other classes of stock for the Company. The shares available for purchase consist of 4,800 non-voting shares which are equally entitled to receive their pro-rata share, based upon their share % as a % of total Company shares, of the net assets/proceeds of the corporation upon sale/dissolution. Operation of the Company and Board meetings are not participated in by non-voting shares except as provided below*

- Purchaser agrees that the Seller's Board of Directors have the sole right and may, therefore, vote to sell ALL of the Company by either an asset sale or stock sale and that seller agrees that purchaser's shares will be part of that sale and that, as required by Florida Statute 607.0601 (2), purchaser is entitled to receive purchaser's pro-rata share of net proceeds from the sale. If the sale is a stock sale then purchaser understands they will receive a pro-rata share of the net proceeds based upon their share % as a % of total company shares. If the sale is an asset sale, in other words a buyer does not want to assume any liabilities of the Company and/or only certain liabilities, then purchaser understands they will receive a pro-rata share of the net proceeds based upon their share % as a % of total company shares after all debts and unpaid expenses are paid and, if necessary as in the event of an asset sale, the corporation files for dissolution.*
- Purchaser is afforded a right of first refusal, but not obligated to, a preemptive right to purchase shares (a right of first refusal to purchase a proportional share), in the event the authorized number of Shares is Amended to allow more than 12,000 shares. And, furthermore, that the purchaser will be allowed to vote on any such amendment to the Article of Incorporation even though the purchaser's stock is otherwise non-voting.*

**NEW ARTICLE IX**

**ARTICLE IX: ASSETS AND LIABILITIES OF HIGH NOON GAME, INC AT PRESENT TIME:**

1. A royalty agreement for the use of a Board Game entitled High Noon (aka High Noon board game) to be paid to Dwight S. Cenac II that consists of a royalty fee of four percent (4%), in perpetuity, of gross charges for all High Noon board games sold by High Noon Game, Inc. or their assigns and/or successors



either directly to a retail buyer and/or sold directly to a wholesaler (a wholesaler is either a person or entity who may sale a number of High Noon board games and, therefore, is afforded a gross sale price generally lesser, per game, than would be charged to a retail buyer). In exchange for the Royalty Fee, Dwight S. Cenac II assigns all his rights to the intellectual property he developed exclusively for the High Noon board game that includes:

- ❖ LOGO for High Noon (Current LOGO is shown at top of Page 1 of this Amendment # 2) for the High Noon board game
  - ❖ Art work for the High Noon board game
  - ❖ Characters for the High Noon board game
  - ❖ Story lines for Characters of High Noon for High Noon board game
2. A lease at a onetime cost to High Noon Game, Inc. [“You” or “you” or “Your” or “your”) of one dollar (\$1.00), which has been paid in cash, by and between High Noon Game, Inc. and Dwight S. Cenac II. Dwight S. Cenac II and/or his assigns and/or successors of the lease are hereinafter called “OWNER”. OWNER has ownership of all intellectual property of White Label (White Label System) for High Noon Game, Inc.’s board game called High Noon.

The **White Label System** is a tactical combat game system published in 2019 by OWNER and it’s first application is for OWNER’S **High Noon** board game. The system is named after the process of branding a pre-existing product as one’s own, which is central to the intent of the system’s ease of implementation as a plug-and-play solution for future games beyond **High Noon**.

The lease to High Noon Game, Inc of the White Label System, owned by OWNER and/or his assigns or successors, is in perpetuity as long as the lease is not breached by High Noon Game, Inc. or their successor(s); and, if so breached as long as High Noon Game, Inc. or their successor(s) remedies such breach within 30 days of determining the breach. The basic highlights of the Lease provisions are (but may not be exactly as):

**1. Copyright and Trademark**

OWNER retains title and ownership of the trademarks, logos and all other copyrights and intellectual property of White Label System (the "Licensed Articles").

**2. License to use**

High Noon Game, Inc is granted the non-transferable, non-exclusive, non-sublicensable, royalty-free license to use the White Label System and the White Label System logo(s).

**3. Agreement not to Contest**

High Noon Game, Inc by making use of and/or distributing material using the White Label System under the terms of the License, agree not to contest the ownership of the Licensed Articles. Among the Licensed Articles to High Noon Game, Inc. is the use of White Label System which may be changed subject solely to OWNER's written approval are, among other things, as follows:

- The system allows for players to control fireteams of various sizes and arrangements as they navigate a grid-based battlefield constructed of various quadrilateral boards that represent pathways and chambers. Around the battlefield are containers of random equipment ranging from weapons, augments and power-ups that players can "loot" to obtain the upgrades, assigning them to their fireteam to further modify their makeup.
- Because all actions between players are conducted with cards, despite involving a combination of movements, actions, attacks and countermeasures for each member of the fireteams, the game requires no dice.
- Each fireteam has an associated card deck of 35-37 cards, classified as either "basic" or "special" and are playable only by specific members of that team. Basic cards have both an attack value and a defend value and can be played either to attack another character or defend from attacks, while special cards contain specific instructions that must be followed, including the time at which the special card may be played.
- Each fireteam has an average combined health score of 32, however may be higher if teams consist of members who have no ranged attacks or abilities.
- Each member of the fireteam has an associated miniature for the battlefield and "character sheet" that provides critical information including their health scores, movement speeds, attack ranges and values, the first being tracked by moving a marker along a row of spaces representing their remaining health until they are dead, while items that enhance or diminish their effectiveness in the game are places on or around the sheets to identify who has possession of them.

- Each round is divided into turns for each player and each turn contains 3 phases:
  1. Movement: All members of the fireteam may move up to their available speed.
  2. Action: All members of the fireteam may perform an action.
  3. Draw Cards: The player draws a predetermined amount of cards from their fireteam's deck.
- The basic game is last-man-standing, however also includes a predetermined round-limit wherein upon reaching the final round, the player with the most points (obtained by various objectives) wins.

#### **4. Quality Standards**

The nature of all material You use or distribute that incorporates the Licensed Articles must comply with all applicable laws and regulations, as well as community standards of decency, as further described in the White Label System Guide. You must use Your best efforts to preserve the high standard and goodwill of the Licensed Trademarks. In order to assure the foregoing standard and quality requirements, OWNER shall have the right, upon notice to You, to review and inspect all material released by You that uses the Licensed Articles. You shall fully cooperate with OWNER to facilitate such review and inspection, including timely provision of copies of all such materials to OWNER. OWNER may terminate this License immediately upon attempted notice to you if it deems, in its sole discretion, that your use of the Licensed Articles does not meet the above standards.

#### **5. Termination for Breach**

In the event that You fail to comply with the terms of this License or the White Label System Guide, You will be considered to be in breach of this License. OWNER will attempt to notify you in writing by sending a letter to the address listed on the most recent Confirmation Card on file, if any. Except as otherwise specified herein, you will have 30 days from the date of the notice (the "cure period") to cure the breach to the satisfaction of OWNER. If no Confirmation Card is on file, you will be considered to be in breach of this License immediately. If, at the end of the cure period, the breach is not cured, OWNER may terminate this License without further written notice to You.

#### **6. Effects of Termination**

Upon termination, You shall immediately stop all use of the Licensed Articles and will destroy any inventory or marketing material in Your possession bearing the White Label System trademark logos. You will remove any use of the White Label System trademark logos from your advertising, web site, letterhead, or any other use. You must instruct any company or individual that You are or become aware of who is in possession of any materials distributed by You bearing the White Label System trademark logos to destroy those materials. You will solely bear any costs related to carrying out this term of the License.

In OWNER's sole discretion, OWNER may allow You to continue to use the License for Licensed Articles which otherwise comply with the terms of the License.

**7. Penalty for Failure to Comply with Termination Instructions**

If You fail to comply with the Effects of Termination, OWNER may, at its option, pursue litigation, for which You shall be responsible for all legal costs, against You to the full extent of the law for breach of contract, copyright and trademark infringement, damages and any other remedy available.

**8. Updates**

OWNER may issue updates and/or new releases of the White Label System trademark logos without prior notice. You will, at the earliest possible opportunity, update all material distributed by You to use the updated and/or new version of the White Label System trademark logos. You may continue to distribute any pre-existing material that bears an older version of the White Label System trademark logo.

**9. Changes to Terms of the License**

OWNER may issue updates and/or revisions to this License without prior notice. You will conform in all respects to the updated or revised terms of this License. Subsequent versions of this License will bear a different version number.

**10. Updates of Licensee information**

You may transmit an updated version of the "card.pdf" Confirmation Card at any time to OWNER. The **White Label Game System** is a tactical combat game system published in 2019 by OWNER originally developed for their *High Noon* board game. The system is named after the process of branding a pre-existing product as one's own, which is central to the intent of the system's ease of implementation as a plug-and-play solution for future games beyond *High Noon board game*.

**IMPORTANT NOTE:** Integral to the lease is that OWNER retains the White Label System, Board Game Mechanics, and intellectual proprietary property for OWNER's and/or owner's assigns and/or successors sole exclusive sale and/or use on any and all other Board Games except High Noon (which has a lease already in place as defined above). OWNER and/or owner's assigns and/or successors will receive the right, in perpetuity, to advertise that OWNER or and/or owner's assigns and/or successors, their White Label logo, or Dwight Cenac II individually, all individually or separately may identify them self individually (or themselves separately or collectively) as the developer, inventor, or any other titles or verbiage they may solely choose to reference High Noon Game, Inc in any of their promotional material, advertisements,

and/or any marketing materials or marketing efforts for other Board Games OWNER and/or owner's assigns and/or successors or Dwight Cenac II individually may wish to sell to or market. High Noon Game, Inc may not use OWNER and/or owner's assigns and/or successors White Label System Board Game Mechanics on any other Board Game. High Noon must, if so requested by the Owner and or owner's assigns and/or successors, include the OWNER and/or owner's assigns and/or successors and or THE WHITE LABEL logo and/or TRADEMARK LICENSE in all of it's High Noon Board Games (if so requested). High Noon Game, Inc must include White Label logo on all of the High Noon board games Boards.

**NEW ARTICLE X**

**Article X . Affiliated Transaction**

– 607.0901, F.S. (Florida Statutes) States (in part) what an affiliated transaction is , voting required for such – AND exceptions to such voting requirements in (4). The company acknowledges that both the royalty agreement and the lease agreement in Article IX may possibly be deemed and affiliated transaction. However, the Company believes that the rules for voting for such affiliated transactions are excluded because these agreements are an integral part of the formation of the Company before any stock is issued and certainly, before any non-voting shares were issued. None-the-less the Company believes they meet the exclusions outlined in (4) of such Florida Statues which states in part:

***(4) The voting requirements set forth in subsection (2) do not apply to a particular affiliated transaction if all of the conditions specified in any one of the following paragraphs are met:***

- (a) The affiliated transaction has been approved by a majority of the disinterested directors;***
- (b) The corporation has not had more than 300 shareholders of record at any time during the 3 years preceding the announcement date.***

First, the vote for an affiliated transaction does not apply because the corporation has not had more than 300 shareholders (both now and in the foreseeable future). Secondly, the majority of disinterested

directors for the lease agreement consist of Shawn Cannon who has approved the Lease agreement; and the majority of disinterested directors for the royalty agreement consists of Shawn Canon, Dwight Cenac, Sr. and Radwan Ekkawi who have unanimously approved the Royalty agreement.

**607.0901 Affiliated transactions.** Also, for clarification, states in part –

(1) For purposes of this section:

(a) “Affiliate” means a person who directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person.

(b) “Affiliated transaction,” when used in reference to the corporation and any interested shareholder, means:

1. Any merger or consolidation of the corporation or any subsidiary of the corporation with:

a. The interested shareholder; or

b. Any other corporation (whether or not itself an interested shareholder) which is, or after such merger or consolidation would be, an affiliate or associate of the interested shareholder;

2. Any sale, lease, exchange, mortgage, pledge, transfer, or other disposition (in one transaction or a series of transactions) to or with the interested shareholder or any affiliate or associate of the interested shareholder of assets of the corporation or any subsidiary of the corporation:

a. Having an aggregate fair market value equal to 5 percent or more of the aggregate fair market value of all the assets, determined on a consolidated basis, of the corporation;

b. Having an aggregate fair market value equal to 5 percent or more of the aggregate fair market value of all the outstanding shares of the corporation; or

c. Representing 5 percent or more of the earning power or net income, determined on a consolidated basis, of the corporation;

(2) Except as provided in subsection (4), in addition to any affirmative vote required by any other section of this act or by the articles of incorporation, an affiliated transaction shall be approved by the affirmative vote of the holders of two-thirds of the voting shares other than the shares beneficially owned by the interested shareholder.

**NEW ARTICLE XI**

**ARTICLE XI: Indemnification of Certain Officers & Directors**

– 607.0850, F.S. (Florida Statutes) States (in part)

High Noon Game, Inc agrees to indemnify and cover the reasonable costs of such for the following Officers and Directors...

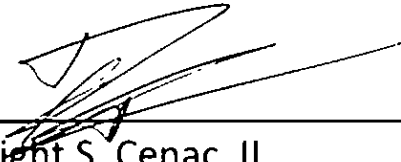
1. **Dwight S. Cenac II**
2. **Dwight S. Cenac, Sr.**
3. **Shawn Cannon**
4. **Radwan Ekkawi**

... PROVIDED the above named meet the Provisions of 607.0850 including, all other things covered in 607.0850 that:

- \* **They were engaged in activities directly related to High Noon Game, Inc. 607.0850 Indemnification of officers, directors, employees, and agents.—** (1) A corporation shall have power to indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the corporation), by reason of the fact that he or she is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation
- \* **That they are deemed deserving of such indemnification by the following quorum:**  
607.0850 (4) (a) By the board of directors, of High Noon Game, Inc., by a majority vote of a quorum consisting of directors who were not parties to such proceeding.
- \* **That the above named individuals, in the first Board meeting after these Articles of Incorporation, sign that they have read and understand all the provisions of 607.0850** including, but not limited to the activities that would render and/or cause them not to be entitled to receive indemnification and costs for such from High Noon Game, Inc..

This Amendment # 2 to the Articles of Incorporation for High Noon Game, Inc. is respectively submitted on this date to the Florida Sec. of State.

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 s.817.155, F.S.



Dwight S. Cenac, II

Required Signature/Chairman of Board (COB)

August 6, 2019

Date

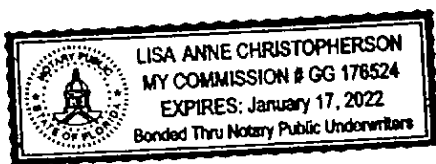
**State of Florida**

**County of Duval**

**The foregoing document was acknowledge before me this 6<sup>th</sup> day of August 2019 by Dwight S. Cenac II who personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.**



**Notary Signature**





08/06/2019

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

08/06/2019

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.

08/06/2019

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)

DWIGHT S. CENAC, SR.

\_\_\_\_\_  
(Typed or printed name of person signing)

Secretary

\_\_\_\_\_  
(Title of person signing)