

P19000060945

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

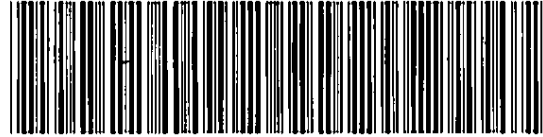
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



800369137078

RECEIVED  
2021 JUN 29 PM 1:50  
SEC. OF STATE  
TALLAHASSEE, FLORIDA

FILE  
JUN 29 2021  
11:10 AM

**FLORIDA FILING & SEARCH SERVICES, INC.**

**P.O. BOX 10662 TALLAHASSEE, FL 32302**

**155 Office Plaza Dr Ste A Tallahassee FL 32301**

**PHONE: (800) 435-9371; FAX: (866) 860-8395**

---

**DATE: 6/29/2021**

**NAME: MFO GROUP, INC.**

**TYPE OF FILING: AMENDMENT**

**COST: 35.00**

**RETURN: PLAIN COPY PLEASE**

---

**ACCOUNT: FCA000000015**

**AUTHORIZATION: ABBIE/PAUL HODGE**

*Abbie Hodge*

---

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: MFO GROUP, INC.

DOCUMENT NUMBER: P19000060945

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

Please return all correspondence concerning this matter to the following:

BRETT DALE  
Name of Contact Person  
HUCK BOUMA P.C.  
Firm/ Company  
1755 S. NAPERVILLE RD., SUITE 200  
Address  
WHEATON, IL 60189  
City/ State and Zip Code  
KMARTINEZ@HUCKBOUMA.COM  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

KATHY MARTINEZ at ( 630 ) 221-1755  
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:

- ☒ \$35 Filing Fee      ☐ \$43.75 Filing Fee & Certificate of Status      ☐ \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed)      ☐ \$52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed)

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

**Street Address**  
Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

Articles of Amendment  
to  
Articles of Incorporation  
of

MFO GROUP, INC.

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

P19000060945

(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:**

N/A

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**)

N/A

**C. Enter new mailing address, if applicable:**  
(Mailing address **MAY BE A POST OFFICE BOX**)

N/A

**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

N/A

(Florida street address)

New Registered Office Address:

(City)

Florida

(Zip Code)

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

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

\_\_\_\_\_  
Signature of New Registered Agent, if changing

**Check if applicable**

☐ The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (e), F.S.

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:

☒ Change      PT      John Doe

☐ Remove      V      Mike Jones

☐ Add      SV      Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change	D P S T	THOMAS E. MAAS	525 WOODLAND SQUARE BLVD.
<input type="checkbox"/> Add			SUITE 250
<input checked="" type="checkbox"/> Remove			CONROE, TX 77384
2) <input type="checkbox"/> Change	D P	MIKE NEISES	525 WOODLAND SQUARE BLVD.
<input checked="" type="checkbox"/> Add			SUITE 250
<input type="checkbox"/> Remove			CONROE, TX 77384
3) <input type="checkbox"/> Change	D S	THOMAS J. MAAS	525 WOODLAND SQUARE BLVD.
<input checked="" type="checkbox"/> Add			SUITE 250
<input type="checkbox"/> Remove			CONROE, TX 77384
4) <input type="checkbox"/> Change	D T	JIM COLLETTI	525 WOODLAND SQUARE BLVD.
<input checked="" type="checkbox"/> Add			SUITE 250
<input type="checkbox"/> Remove			CONROE, TX 77384
5) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
6) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			

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

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

ARTICLE IV OF THE ARTICLES OF INCORPORATION SHALL BE AMENDED, RESTATED, REPLACED,  
AND SUPERSEDED, IN ENTIRETY, BY THE BELOW:

THE TOTAL NUMBER OF SHARES THAT THE CORPORATION IS AUTHORIZED TO ISSUE AND HAVE  
OUTSTANDING AT ANY TIME IS ONE HUNDRED (100) DIVIDED INTO CLASSES AND SERIES AS  
FOLLOWS:

(a) FORTY NINE (49) SHARES OF CLASS A COMMON STOCK WITH NO PAR VALUE; AND

(b) FIFTY ONE (51) SHARES OF CLASS B PREFERRED STOCK WITH A PAR VALUE OF \$196.07 PER SHARE  
HAVING THE PREFERENCES, LIMITATIONS, AND RELATIVE RIGHTS SET FORTH ON EXHIBIT A.  
ATTACHED HERETO.

**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)*

N/A

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

JUNE 30, 2021

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 incorporators, or board of directors without shareholder action and shareholder action was not required.
- ☒ 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)

June 28, 2021  
Dated \_\_\_\_\_

Signature Mike Neises  
(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)

Mike Neises

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

President

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

**EXHIBIT A  
TO ARTICLES OF AMENDMENT OF  
MFO GROUP, INC.**

**CERTIFICATE OF DESIGNATION  
CLASS B PREFERRED STOCK OF  
MFO GROUP, INC.**

The rights, preferences, powers, restrictions, and limitations of the Class B Preferred Stock (the "Preferred Stock") of MFO Group, Inc. (the "Corporation") shall be as set forth herein.

1. Defined Terms. The following words have the following meaning when used in this Agreement:

"Board" means the Board of Directors of the Corporation.

"Date of Issuance" means for any Share, the date on which the Corporation initially issues such Share.

"Liquidation Value" means, with respect to any Share on any given date, \$196.07 (as adjusted for any stock splits, stock dividends, recapitalizations, or similar transaction with respect to the Preferred Stock).

"Share" means a share of the Preferred Stock.

2. Dividends.

2.1. From and after the Date of Issuance of any Share, cumulative dividends on such Share shall accrue, whether or not declared by the Board and whether or not there are funds legally available for the payment of dividends, on a daily basis in arrears at the rate of eight percent (8%) per annum on the sum of the Liquidation Value thereof plus all unpaid accrued and accumulated dividends thereon. All accrued dividends on any Share shall be paid in cash only when, as and if declared by the Board out of funds legally available therefor or upon a liquidation or redemption of the Preferred Stock in accordance with the provisions of Section 3 or Section 5; provided, that to the extent not paid on the last day of December of each calendar year (each such date, a "Unpaid Dividend Compounding Date"), all accrued dividends on any share shall accumulate and compound on the applicable Unpaid Dividend Compounding Date whether or not declared by the Board and shall remain accumulated, compounding dividends until paid pursuant hereto.

2.2. If at any time the Corporation pays less than the total amount of dividends then accrued and accumulated with respect to the Preferred Stock, such payment shall be distributed pro rata among the holders thereof based upon the aggregate accrued and accumulated but unpaid dividends on the Shares held by each such holder.

3. Liquidation.

3.1. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (a "Liquidation"), the holders of Shares then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its



- stockholders an amount in cash equal to the aggregate Liquidation Value of all Shares held by such holder, plus all unpaid accrued and accumulated dividends on all such Shares (whether or not declared).
- 3.2. If upon any Liquidation the remaining assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of the Shares the full amount to which they are entitled under Section 3.1, the holders of the Shares shall share ratably in any distribution of the remaining assets and funds of the Corporation in proportion to the respective full amounts which would otherwise be payable in respect of the Preferred Stock in the aggregate upon such Liquidation if all amounts payable on or with respect to such Shares were paid in full.
4. Voting. Each Share shall be non-voting. Except as otherwise required by law, no holder of outstanding Shares shall be entitled to vote on any matter or be permitted to participate in any meeting held for the purpose of holding a vote of the shareholders of the Corporation; provided, however, that this does not prevent a holder of both Preferred Stock and another class of stock of the Corporation from voting or attending meetings to the extent such other class of stock so entitles such holder to do so.
5. Redemption.
- 5.1. The Corporation shall, upon affirmative written direction by the holders of no less than a majority of the shares of the Corporation's common stock (no approval or action of the Board being required), purchase all of the Shares by giving written notice to that effect to each holder of a Share ("Redemption Notice"). The purchase price for the Shares hereunder is the sum of the Liquidation Value thereof plus all unpaid accrued and accumulated dividends thereon as of the date of the Redemption Notice.
- 5.2. The closing of a transaction under Section 5.1 (the "Closing") may be at a time and place agreeable to the Corporation and transferring holder, but must be within 60 days of the effective date of the Redemption Notice (the date of the Closing being the "Closing Date"). If the Corporation and a transferring holder are unable to agree on a time and place for the Closing then the Closing occurs at the Corporation's principal place of business on the last day on which the Closing must occur in accordance with the previous sentence. At Closing, the Corporation must tender the purchase price, in immediately available funds, to the transferring holder, or, if the transferring holder is not present or refuses such payment, to the Corporation as agent for the transferring holder. Upon delivery of such payment, the transferring holder must deliver the certificate(s) representing the Shares to be transferred to the Corporation, free and clear of all liens, claims, security interests, and other encumbrances, duly endorsed for transfer or accompanied by duly executed stock powers. If the transferring holder refuses or fails to make such delivery, or otherwise fails to timely consummate the transaction contemplated hereunder then the Corporation must make an entry on its books and records evidencing the transfer of such Shares to the Corporation and the certificate(s) representing the Shares to be transferred to the Corporation become property of the Corporation. If the purchase price is tendered to the Corporation, as agent of the transferring holder, then the Corporation must deposit the same in a separate non-interest bearing account with a financial institution selected by the Corporation, at its sole discretion, which account must be in the name of the

Corporation for the benefit of the transferring holder, and promptly after Closing, the Corporation must notify the transferring holder that such Shares have been purchased pursuant to Section 5.1 and that the purchase price therefor has been deposited in such account.

- 5.3. If the assets of the Corporation legally available are insufficient to pay the aggregate purchase price for the total number of Shares to be redeemed pursuant to Section 5.1, the Corporation shall (a) take all appropriate action reasonably within its means to maximize the assets legally available for paying the aggregate purchase price; (b) redeem out of all such assets legally available therefor on the applicable Closing Date the maximum possible number of Shares that it can redeem on such date, pro rata among the holders of all Shares; and (c) following the applicable Closing Date, at any time and from time to time when additional assets of the Corporation become legally available to redeem the remaining Shares, the Corporation shall immediately use such assets to pay the remaining balance of the aggregate purchase price.
6. Effect of Acquisition of Preferred Stock by the Corporation. Any Shares redeemed, converted, or otherwise acquired by the Corporation shall be cancelled and such Shares shall thereafter be available for reissuance by the Corporation.
7. Limitation on Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL THE CORPORATION'S AGGREGATE LIABILITY TO ANY HOLDER OF PREFERRED STOCK WITH RESPECT TO SUCH PREFERRED STOCK, WHETHER WITH RELATING TO DIVIDENDS PAID OR PAYABLE OR ANY LIQUIDATION, EXCEED THE LIQUIDATION VALUE OF SUCH HOLDER'S SHARES PLUS THE AMOUNT OF UNPAID ACCRUED AND ACCUMULATED DIVIDENDS.