

P20000058457

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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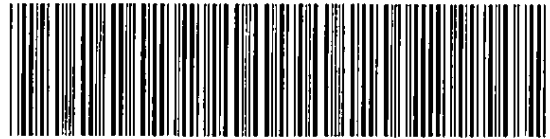
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Zulu Pods, Inc.

DOCUMENT NUMBER: P20000058457

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

Please return all correspondence concerning this matter to the following:

Troy P. Cunningham

Name of Contact Person

Zulu Pods, Inc.

Firm/ Company

333 Las Olas Way, CU 4 Suite 418

Address

Fort Lauderdale, FL 33301

City/ State and Zip Code

Troy@zulupods.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Troy P. Cunningham

Name of Contact Person

at (845) 661-7607

Area Code & Daytime Telephone Number

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

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

2007 JUL 10 PM 2:10
DEPT. OF STATE
TALLAHASSEE, FL

Articles of Amendment
to
Articles of Incorporation
of

Zulu Pods, Inc.

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

P20000058457

(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:

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**)

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

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 _____

(Florida street address)

New Registered Office Address: _____, Florida _____
(City) (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) (c), F.S.

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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:

X Change PT John Doe

X Remove V Mike Jones

X Add SV Sally Smith

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
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	_____	_____	_____

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 DATE

E. If amending or adding additional Articles, enter change(s) here:
(Attach additional sheets, if necessary). (Be specific)

Please see the attached Articles of Amendment Designating A Series of 6% Convertible Preferred Stock.

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)

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April 28, 2023

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

Effective date if applicable: April 28, 20223

(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.

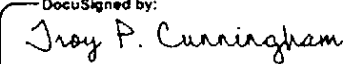
Adoption of Amendment(s) (CHECK ONE)

- ☒ 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)

Dated 7/7/2023

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)

Troy P. Cunningham

(Typed or printed name of person signing)

President

(Title of person signing)

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Exhibit A

2008 JUL 10 PM 2:10
SECRETARY OF STATE
TALLAHASSEE, FL

**ARTICLES OF AMENDMENT
TO
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
ZULU PODS, INC.**

**DESIGNATING A SERIES OF
SEED 6% CONVERTIBLE PREFERRED STOCK**

**PURSUANT TO SECTION 607.0602 OF THE
FLORIDA BUSINESS CORPORATION ACT**

Zulu Pods, Inc., a corporation organized and existing under Florida Business Corporation Act (hereinafter called the "Corporation"), in accordance with the provisions of Section 607.0602 thereof, DOES HEREBY CERTIFY:

FIRST: These Articles of Amendment were adopted by the Board of Directors on April 28, 2023 in the manner prescribed by Section 607.1002 of the Florida Business Corporation Act. Shareholder action was not required.

SECOND: That pursuant to the authority vested in the Board of Directors of the Corporation in accordance with the provisions of the Amended and Restated Articles of Incorporation, as amended, of the Corporation (the "Articles of Incorporation"), the Board of Directors adopted the following resolution on April 28, 2023 designating 7,500,000 shares of the Corporation's authorized preferred stock as "Seed 6% Convertible Preferred Stock" ("Seed Convertible Preferred"), and authorized the issuance of \$3,000,000 Seed Convertible Preferred Stock at a price of \$1.1353 per share in addition to the conversion of all Simple Agreement for Future Equity agreements on terms stated in the SAFE agreement:

RESOLVED, that pursuant to the authority vested in the Board of Directors of this Corporation in accordance with the provisions of the Articles of Incorporation, a series of Seed Convertible Preferred Stock, having a par value of \$0.0001 per share, of the Corporation be and hereby is created, and that the designation and number of shares thereof, and the voting and other powers, preferences and relative, participating, optional or other rights of the shares of such series, and the qualifications, limitations and restrictions thereof, are as follows:

TERMS OF SEED CONVERTIBLE PREFERRED STOCK

Designation and Number of Shares: Seven Million Five Hundred Thousand (7,500,000) shares of the authorized and unissued Preferred Stock of the Corporation are hereby designated "Seed Convertible Preferred Stock" with the following rights, preferences, powers, privileges, restrictions, qualifications, and limitations.

1. Ranking. The Seed Convertible Preferred Stock shall, with respect to distribution rights upon the Liquidation (as defined in Section 4 below) of the Corporation and dividend rights, rank (a) subject to clause (b) senior to the Class A Common stock, par value \$0.0001 per share, of

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the Corporation, and (b) as applicable, rank senior to, junior to or on a parity with, such preferred stock which the Corporation may create, authorize and issue, without the consent or approval of holders of Seed Convertible Preferred Stock.

2. **Fractional Shares.** Seed Convertible Preferred Stock may be issued in fractional shares.

3. **Dividends.** When and as declared by the Board, out of any assets of the Corporation legally available therefore, and subject to the rights of any other series or class of Preferred Stock that may from time to time come into existence which rank senior to or *pari passu* with the Seed Convertible Preferred Stock, a 6% non-cumulative dividend on the Seed Convertible Preferred Stock shall be paid annually. A noncumulative dividend will only accrue, and be payable to the Seed Convertible Preferred Stock, if the Company, at its discretion, determines to declare any such dividend. The amount of such initial dividend, and any other dividend payable on the Seed Convertible Preferred Stock for any partial dividend period, shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Dividends will be payable to holders of record as they appear in the stockholder records of the Corporation at the close of business on the applicable record date or on such other date designated by the Board of Directors for the payment of dividends.

With respect to any given year, no dividends shall be paid upon, or declared and set apart for, any shares of Common Stock or any other securities of the Company over which the Seed Convertible Preferred Stock has priority with respect to the payment of dividends. If such dividends on the Seed Convertible Preferred Stock shall not have been paid in full for any year or declared period, such unpaid dividend or deficiency shall not be cumulative.

4. **Liquidation, Dissolution, or Winding Up.** Series Convertible Preferred Stock shall, in the event of any liquidation (whether voluntary or involuntary), dissolution or winding up of the Company (collectively the "Liquidation"), or a "Deemed Liquidation Event" the Seed Convertible Preferred Stock (if applicable) shall have a non-participating liquidation preference. The proceeds shall be paid as follows (after any distributions required by the Corporation's Articles of Incorporation and any Articles(s) of designation, powers, preferences and rights in respect of any securities of the Corporation having priority over the Seed Convertible Preferred Stock): First, pay to Seed Convertible Preferred holders one times the Original Purchase Price on each share of Seed Convertible Preferred Stock (subject to adjustment in the event of stock splits, combinations or similar events) plus any unpaid dividend as set forth in Section 3 above (or, if greater, the amount that the Seed Convertible Preferred would receive on an as-converted basis providing if the Seed Convertible Preferred holders convert their shares into Class A common stock immediately prior to the sale or liquidation and give up their Liquidation preference in exchange for the right to share pro rata in the full Liquidation proceeds). The balance of any proceeds shall be distributed *pro rata* to holders of Common Stock and other junior securities in accordance with the Corporation's Articles of Incorporation and any applicable Articles(s) of designation, powers, preferences and rights.

A merger or consolidation (other than one in which shareholders of the Company own a majority by voting power of the outstanding shares of the surviving or acquiring corporation) and

a sale, lease, transfer, exclusive license or other disposition of all or substantially all of the assets or intellectual property of the Company will be treated as a liquidation event (a "Deemed Liquidation Event"), thereby triggering payment of the Liquidation preference described above unless the holders of a majority of the Seed Convertible Preferred (the "Seed Majority") elect otherwise. Holders of Seed Convertible Preferred are non-participating preferred, i.e., they will not be entitled to participate in the distribution of additional proceeds among holders of common stock, on an as-converted basis.

If, upon such Liquidation, the assets of the Corporation available for distribution to the holders of Seed Convertible Preferred Stock and any securities of the Corporation having equal priority with the Seed Convertible Preferred Stock with respect to the distribution of the assets of the Corporation upon Liquidation ("Parity Securities") shall be insufficient to permit payment in full to the holders of the Seed Convertible Preferred Stock and Parity Securities, then the entire assets and funds of the Corporation legally available for distribution to such holders and the holders of the Parity Securities then outstanding shall be distributed ratably among the holders of the Seed Convertible Preferred Stock and Parity Securities based upon the proportion the total amount distributable on each share upon liquidation bears to the aggregate amount available for distribution on all shares of the Seed Convertible Preferred Stock and of such Parity Securities, if any.

5. *Voting.*

The shares of Seed Convertible Preferred Stock shall have no voting rights except as otherwise stated in these Articles of Amendment or by applicable law. To the extent that under the Florida Business Corporation Act the vote of the holders of the Seed Convertible Preferred Stock, voting separately as a class, is required to authorize a given action of the Company, the affirmative vote or consent of the holders of at least a majority of the outstanding shares of the Seed Convertible Preferred Stock represented at a duly held meeting at which a quorum is present or by written consent of a majority of the outstanding shares of Seed Convertible Preferred Stock (except as otherwise may be required under Florida Corporation law) shall constitute the approval of such action by the class.

6. *Conversion Rate and Adjustments.*

(a) Conversion Rate. The Conversion Rate shall be one (1) share of Class A Common Stock (as adjusted pursuant to this Section 6) for each share of Seed Convertible Preferred Stock.

(b) Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the issuance of the Seed 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 Seed Convertible Preferred Stock combine the outstanding shares of Class A Common Stock, the Conversion Rate then in effect immediately before the combination shall be proportionately decreased. Any adjustment under this Section 6

shall become effective at the close of business on the date the subdivision or combination becomes effective.

(c) Adjustment for Merger or Reorganization, etc. If there shall occur any reorganization, recapitalization, reclassification, consolidation, or merger involving the Corporation in which the Class A Common Stock (but not the Seed 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 Seed Convertible Preferred Stock shall thereafter be convertible in lieu of the Class A 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 Class A Common Stock of the Corporation issuable upon conversion of one share of Seed Convertible Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation, or merger would have been entitled to receive pursuant to such transaction.

7. *Conversion.*

(a) Authorized Class A Common. Shares of Seed Convertible Preferred Stock shall not be convertible at any time that there are not a sufficient number of authorized shares of Common Stock not reserved for other purposes so that all outstanding shares of Seed Convertible Preferred Stock can be converted.

(b) Mandatory Conversion. All shares of Seed Convertible Preferred Stock are subject to mandatory conversion as set forth herein. Each and every share of Seed Convertible Preferred will automatically be converted into Class A Common Stock at the applicable conversion rate set forth in Paragraph 6(a) above in the event of: (i) the closing of a Regulation A+ Notification, (ii) underwritten public offering (subject to adjustments for stock dividends, splits, combinations and similar events), (iii) merger, full or partial buyout, or other transaction where the common stock of the Company (or securities into which such common stock is converted or exchanged) is offered for sale or publicly traded or (iv) upon the written consent of the holders of a majority percentage of the shares of Seed Convertible Preferred Stock, and (v) such Seed Convertible Preferred shares may not be reissued by the Corporation as shares of such series and (vi) all outstanding options and warrants to acquire Seed Convertible Preferred Stock shall be automatically converted into options and warrants to acquire shares of Class A Common Stock at the then effective Conversion Rate and the price per Share of Common Stock will be equal to the fraction in which the numerator is 1 and the denominator is Conversion Rate.

(c) Notice. All holders of record of shares of Seed Convertible Preferred Stock shall be given written notice of the Mandatory Conversion Date and the place designated for mandatory conversion of all such shares of Seed Convertible Preferred Stock pursuant to this Section 7. Such notice need not be given in advance of the occurrence of the Mandatory Conversion Date. Such notice shall be sent by first class or certified mail, postage prepaid, or given by electronic communication in compliance with the provisions of the Florida Business Corporation Act, to each record holder of Seed Convertible Preferred Stock. Upon receipt of such notice, each holder of shares of Seed Convertible Preferred Stock shall surrender his, her, or its certificate or certificates for all such shares to the Corporation at the place designated in such notice

and shall thereafter receive certificates for the number of shares of Class A Common Stock to which such holder is entitled pursuant to this Section 7. On the Mandatory Conversion Date, all outstanding shares of Seed Convertible Preferred Stock shall be deemed to have been converted into shares of Common Stock, which shall be deemed to be outstanding of record, and all rights with respect to the Seed Convertible Preferred Stock so converted, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate, except only the rights of the holders thereof, upon surrender of their certificate or certificates therefor, to receive certificates for the number of shares of Class A Common Stock into which such Seed Convertible Preferred Stock has been converted, and payment of any declared but unpaid (noncumulative) dividends thereon. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her, or its attorney duly authorized in writing. As soon as practicable after the Mandatory Conversion Date and the surrender of (if certificated) the certificate or certificates for Seed Convertible Preferred Stock, the Corporation shall cause to be issued and delivered to such holder, or on his, her, or its written order, (if certificated) a certificate or certificates for the number of full shares of Class A Common Stock issuable on such conversion in accordance with the provisions hereof and cash as provided in Section 7(b) in respect of any fraction of a share of Class A Common Stock otherwise issuable upon such conversion.

(d) Optional Conversion. At any time or from time to time, at option of any holder of shares of Seed Convertible Preferred Stock may all or any part of the shares of the holder of Seed Convertible Preferred Stock at the Conversion Rate into fully paid and nonassessable shares Class A Common Stock, subject to adjustments for stock dividends, splits, combinations and similar events and as described below under Section 6 (b) and (c) above, and "Anti-dilution Provisions." Any holder seeking to exercise this optional conversion shall provide satisfactory written notice to the Corporation of such intent Optional Conversion Date and the Corporation will process such request as set forth in Section 6(c) below.

(e) Certificate Cancellation. All certificates (if certificated) evidencing shares of Seed Convertible Preferred Stock that are required to be surrendered for conversion in accordance with the provisions hereof shall, from and after the Mandatory Conversion Date or Optional Conversion Date (as the case may be), be deemed to have been retired and cancelled and the shares of Seed Convertible Preferred Stock represented thereby converted into Class A Common Stock for all purposes, notwithstanding the failure of the holder or holders thereof to surrender such certificates on or prior to such date. Such converted Seed Convertible Preferred Stock may not be reissued as shares of such Series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Seed Convertible Preferred Stock accordingly.

(f) No fractional shares of Common Stock shall be issued upon conversion of the Series A Convertible Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, fractional share shall be rounded up to a whole share.

8. **Anti-dilution.** In the event that, prior to the Mandatory or Optional Conversion of the Seed Convertible Preferred, the Corporation issues additional Class A Common Stock at a

purchase price less than the Class A Common subject to the current Seed Convertible Preferred Conversion Rate, such Conversion Rate shall result in the ratable issuance of additional (or fractional) Class A Common Stock to the holder of Seed Convertible Preferred Stock to accommodate the price reduction for the Class A Common Stock. The following issuances of Class A Common Stock shall not trigger this anti-dilution adjustment: (i) Class A Common Stock issuable upon conversion of any of the Seed Convertible Preferred, or as a dividend or distribution on the Seed Convertible Preferred; (ii) Class A Common Stock issued upon the conversion of any debenture, warrant, option, or other convertible security; (iii) shares of Class A Common Stock (or options to purchase such shares of Class A Common Stock) issued or issuable to employees or directors of, or consultants to, the Company pursuant to any plan approved by the Company's Board of Directors; or (iv) issuances of securities in connection with equipment leasing, real property leasing, or commercial borrowing.

9. **Redemption.** The holders of the Seed Convertible Preferred Stock shall have no right at any time to require the redemption of any of the shares of Seed Convertible Preferred Stock, except upon and by reason of any liquidation, dissolution or winding-up of the Company.. The Corporation shall have no obligation to redeem the Seed Convertible Preferred Stock, but may, at its option, at any time and from time to time, out of funds legally available therefor, redeem some or all of the Seed Convertible Preferred Stock at a multiple of 1.25x the Original Purchase price. Should the Corporation opt to redeem the Seed Convertible Preferred Stock, it shall provide written notice of each redemption which notice shall include the date for redemption and the number of Seed Convertible Preferred Stock shares held by such holder to be redeemed. The Corporation's redemption right shall not apply to the underlying Class A Common Stock in the event of conversion.

10. **Reservation of Shares.** The Corporation shall at all times reserve and keep available and free of preemptive rights out of its authorized but unissued Class A Common Stock, for the purpose of effecting the conversion of the Seed Convertible Preferred Stock pursuant to the terms hereof, such number of its shares of Class A Common Stock (or other shares or other securities as may be required) as shall from time to time be sufficient to effect the conversion of all outstanding Seed Convertible Preferred Stock pursuant to the terms hereof. If at any time the number of authorized but unissued shares of Class Common Stock (or such other shares or other securities) shall not be sufficient to affect the conversion of all then outstanding Seed Convertible Preferred Stock, the Corporation shall promptly take such action as may be necessary to increase its authorized but unissued Class A Common Stock (or other shares or other securities) to such number of shares as shall be sufficient for such purpose.

11. **Miscellaneous.**

(a) There is no sinking fund with respect to the Series A 6% Preferred Stock.

(b) The shares of the Seed Convertible Preferred Stock shall not have any preferences, voting powers or relative, participating, optional, preemptive, or other special rights except as set forth above in this Articles of Designation, Preferences and Rights and in the Articles of Incorporation of the Company.

(c) Waiver. Any of the rights, powers, or preferences of the holders of Seed Convertible Preferred Stock set forth herein may be waived by the affirmative consent or vote of the holders of at least a majority of the shares of Seed Convertible Preferred Stock then outstanding.

The foregoing Certificate of Designation Amendment to the Amended and Restated Articles of Incorporation of Zulu Pods, Inc. has been signed and executed on behalf of the Corporation, by the undersigned as of

DocuSigned by:

Rob Sladen

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Robert Sladen
Chairman of the Board

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SECRETARY OF STATE
TALLAHASSEE, FL