

P20 000098342

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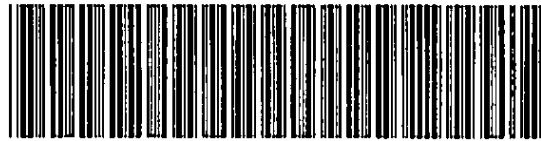
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DIVISION OF CORPORATIONS
2022 AUG -5 PM 1:00

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: THE CROWN OF STALWARTLAND INC

DOCUMENT NUMBER: P20000098342

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

Please return all correspondence concerning this matter to the following:

LOUIS ALFRED NICKOLAS STALWART

Name of Contact Person

THE CROWN OF STALWARTLAND INC

Firm/ Company

5727 SW 27TH ST

Address

WEST PARK, FL. 33023

City/ State and Zip Code

rex@stalwartland.org

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

For further information concerning this matter, please call:

LOUIS ALFRED NICKOLAS STALWART

Name of Contact Person

at (954) 766 3882

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

THE CROWN OF STALWARTLAND INC

P20000098342

☐ The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (c), 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:

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			_____
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4) <input type="checkbox"/> Change	_____	_____	_____
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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)

SEE ATTACHED

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares,
provisions for implementing the amendment if not contained in the amendment itself:
(if not applicable, indicate N/A)

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

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

☐ The amendment(s) was/were adopted by the 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 30 JULY 2022

Signature Stalwart Rex
(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)

LOUIS ALFRED NICKOLAS STALWART

(Typed or printed name of person signing)

SOLE AND CONTROLLING SHAREHOLDER

DPST

(Title of person signing)

Amendments to the Articles of Incorporation of The Crown of Stalwartland Inc.

A Florida For – Profit Single Shareholder Close Corporation

ARTICLE III

PURPOSE OF THE CORPORATION

The Object of the Corporation shall be to serve as a Personal Holding Company as defined in and by 26 U.S.C §542(a). Notwithstanding the afore – stated, the Corporation shall reserve the Prerogative of engaging in any activity for which it is lawful for Corporations to engage in, and any and all activities necessary or incidental thereto.

Amendments to the Articles of Incorporation of The Crown of Stalwartland Inc.

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ARTICLE IV

STOCK OF THE CORPORATION

Section 1. Authorised Shares of Stock. –

The number of shares the Corporation is authorised to issue is one (1).

Section 2. Par Value of Share of Stock. –

The Par Value of the Sole Share of Stock of the Corporation shall be \$0.01.

Section 3. Dividends. –

The Corporate Shareholder Agreement shall govern the issuance of Dividends¹.

Section 4. Demise of Sole Share of Stock. –

The Corporate Shareholder Agreement, and all Amendments thereto, Restatements thereof, and Amendments thereto and Restatements thereof, shall Govern the issuance of the Stock Certificate and the transfer and conveyance of the Sole & Controlling Share of Stock².

¹ This Byelaw derives its authority from and is exercised in accordance with §607.0732(h), F.S.

² This section of this Byelaw derives its authority from and is exercised in accordance with §607.0732(h), F.S.

Amendments to the Articles of Incorporation of The Crown of Stalwartland Inc.

A Florida For – Profit Single Shareholder Close Corporation

ARTICLE VIII

AMENDED & RESTATED CORPORATE BYELAWS

Byelaw 1. Offices. –

1. The Executive Office³ shall be at the location as enumerated in Article II Section 1 of these Articles of Incorporation.
2. The Mailing Address of the Corporation shall be as enumerated in Article II Section 2 of these Articles of Incorporation.
3. The Working⁴ and Branch⁵ Offices of the Corporation shall be established, and changed from time to time, as shall seem meet.

Byelaw 2. Fiscal Year. –

The Corporation's Fiscal Year shall commence on 27 Jumada al Awwal⁶ and conclude on 7 Jumada al Thani⁷.

Byelaw 3. Books and Records. –

The Sole and Controlling Shareholder shall keep and maintain adequate books and records of the Affairs of the Corporation, the originals of which shall be stored at the Home Office and separately from those of the person of the Sole and Controlling Shareholder.

Byelaw 4. Assets. –

1. The person of the Sole and Controlling Shareholder may contribute Capital Assets to the Corporation in such amounts and at such times as shall seem meet, but shall not be obligated to do so. Such contributions shall constitute grants, and as such, the said person shall not be reimbursed for nor earn interest on such contributions.
2. No Capital Asset of the Corporation may be deeded, pledged, sold, conveyed, exchanged, transferred, or otherwise disposed of, unless and until the Capital Asset in question has achieved its Time Horizon.

³ "Executive Office" shall be understood to mean "the Primary Locale from which the Sole and Controlling Shareholder administers the Corporation; the Home Office."

⁴ "Working Offices" shall be understood to mean "the Secondary Locales from which the Sole and Controlling Shareholder administers the Corporation."

⁵ "Branch Offices" shall be understood to mean "the Locales from which the Prerogatives of the Sole and Controlling Shareholder that have been devolved shall be administered by individuals retained by the Sole and Controlling Shareholder to do so."

⁶ 1 January

⁷ 31 December

Amendments to the Articles of Incorporation of The Crown of Stalwartland Inc.

A Florida For – Profit Single Shareholder Close Corporation

3. The Sole and Controlling Shareholder shall reserve the authority to lease one, some, or all of the Assets of the Corporation. It shall be verboten for the Sole and Controlling Shareholder to delegate or devolve this authority.

Byelaw 5. Finance. –

It shall be strictly verboten for the Corporation to apply for or maintain credit of any sort or kind for the purpose of ensuring that the Corporation remains a going concern.

Byelaw 6. Reporting. –

The Sole and Controlling Shareholder shall be required to file:

1. Internal Revenue Service Form 1120, U.S. Corporation Income Tax Return, with the Internal Revenue Service, in the manner proscribed by the Agency in question;
2. Florida Department of Revenue Form F-1120, Florida Corporate Income/Franchise Tax Return, with the Florida Department of Revenue, in the manner proscribed by the Agency in question;
3. An Annual Report with the Division of Corporations of the Florida Department of State, in the manner proscribed by the Agency in question; and,
4. All other required reports, as necessary and proper.

Byelaw 7. Mergers and Acquisitions. –

1. It shall be verboten for the Corporation to acquire any entity where the Corporation cannot acquire 100% of the said entity's equitable interest.
2. The Corporation shall always be the surviving entity in any and every merger. The name of the entity being merged with the Corporation (sans the suffix) may be registered as a Fictitious Name of the Corporation.

Byelaw 8. Conversions. –

It shall be verboten for the Corporation to be converted into any other sort or type of entity.

Byelaw 9. Dissolution. –

It shall be verboten for the Corporation to be dissolved.

Byelaw 10. Contracts. –

The Authority to Bind the Corporation shall be a Reserve Power of the Sole and Controlling Shareholder.

Amendments to the Articles of Incorporation of The Crown of Stalwartland Inc.

A Florida For – Profit Single Shareholder Close Corporation

Byelaw 11. Indemnification. –

The personal liability of persons retained by the Corporation to perform tasks in its name and on its behalf shall be eliminated to the extent permitted by law; provided, however, that there shall not be eliminated the liability of any such person for breach of duty of care, duty of loyalty, or duty of good faith, where it can be demonstrated, circa clear and convincing evidence, that such a breach is as a result of an appropriation in violation of his duties or any business opportunity of the Corporation, for acts or omissions which involve intentional misconduct or knowing violation of Law, for the types of liabilities as set forth in and through the applicable laws, and for any transaction from which the said person received and improper personal benefit.

Bylaw 12. Non-Disclosure. –

All persons retained by the Corporation to perform tasks in its name and on its behalf, the designees of such persons, the successors of such persons, or the designees of such successors, shall be honour – bound to hold and maintain all information divulged to them, their designees, their successors, or their successors designees, in the strictest of confidence for the sole and exclusive benefit of the Corporation and shall carefully restrict access to said information, publish, copy, or other disclose said information, permit the use of said information for their benefit, the benefits of the designees of such persons, the benefit of the successors of such persons, or the benefit of the designees of the successors of such persons, or to the detriment of the Corporation, return to the Corporation any and all records, notes, or other written, printed, or tangible materials containing said information, in their name, their designee's name, their successors' names, or the names of the designees of the said successors, or in their possession, or the possession of their designees, successors, or successors' designees, in the manner as decreed by the Corporation.

Byelaw 13. Binding Arbitration. –

Disputes and cases and controversies involving the Corporation, or between the Corporation and any of the persons that the Corporation has contracted with, or between persons that the Corporation has contracted with as it concerns, whether tangentially or otherwise, their relationship with the Corporation, shall be settled in the **final instance** by binding arbitration in accordance with the Corporate Rules for Arbitration and all Amendments thereto, Restatements thereof, and Amendments thereto and Restatements thereof.

Amendments to the Articles of Incorporation of The Crown of Stalwartland Inc.

A Florida For – Profit Single Shareholder Close Corporation

ARTICLE IX

AMENDED & RESTATED CORPORATE SHAREHOLDER AGREEMENT

Section 1. Demise⁸ of the Sole and Controlling Share of Stock⁹. –

1. The male issue of the body of Louis Alfred Nickolas Stalwart in accordance with the Salic Law¹⁰ who meet the Rules for Inheritance¹¹ shall reserve the Third Privilege¹² in accordance with the Rules of Agnatic Primogeniture¹³.
2. Where there are no Agnatic Heirs¹⁴, the male issue of the body of Louis Alfred Nickolas Stalwart in accordance with the Semi – Salic Law¹⁵ who meet the Rules for Inheritance shall reserve the Third Privilege in accordance with the Rules of Cognatic Primogeniture¹⁶.
3. Where there are no Agnatic or Cognatic Heirs, the current person of the Sole and Controlling Shareholder shall reserve the Authority to name an Heir and Successor. In order to maintain the Integrity, Stability and Continuity of the Corporation, the Heir and Successor in question shall thenceforth be treated as the Incorporator.

⁸ "Demise" as used in this sense shall be understood to mean "transfer."

⁹This Section of this Article derives its Authority from and is exercised in accordance with the Uniform Transfer – on – Death Security Registration Act.

¹⁰ "Salic Law" shall be understood to mean "inheritance by and through males only; Agnatic Primogeniture."

¹¹ "Rules for Inheritance" shall be understood to mean "the Terms and Conditions that an individual must meet in order to Inherit."

¹² "Third Privilege" shall be understood to mean "the Privilege of standing in line to Inherit."

¹³ The Rules of Agnatic Primogeniture shall be as follows: (a) the senior male issue shall stand in line to inherit ahead of junior male issue; (b) upon the death of an heir, the male issue of the body of the said heir in accordance with the Salic Law shall stand in line ahead of the said heir's junior siblings by Right of Substitution for the deceased heir; (c) where an heir has no male issue, the nearest male issue of the body of the Incorporator in accordance with the Salic Law shall stand next in line; (d) within the context of all other Rules, each heir shall stand in line in accordance with his Date of Birth.

¹⁴ "Agnatic Heirs" shall be understood to mean "individuals who reserve the Second Privilege in accordance with the Salic Law."

¹⁵ "Semi – Salic Law" shall be understood to mean "inheritance by males only, either through males or females; Cognatic Primogeniture."

¹⁶ The Rules of Cognatic Primogeniture shall be as follows: (a) the male issue of the body of the female most closely descended from the Incorporator shall stand in line to inherit ahead of those least closely descended from the Incorporator; (b) where there are two or more females with the same pedigree, the male issue of the body of the female borne first shall stand in line to inherit ahead of those borne later; (c) an heir directly descended from a male shall stand in line to inherit ahead a male directly descended from a female; and (d) the Rules of Agnatic Primogeniture shall apply, within the context of these Rules as detailed herein.

Amendments to the Articles of Incorporation of The Crown of Stalwartland Inc.

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4. Each individual who enjoys the Third Privilege shall reserve the Privilege¹⁷ of divesting himself thereof by issuing an executed Declaration to that effect to the Sole and Controlling Shareholder, who shall be honour – bound to issue a Proclamation to announce the issues of such Declaration to all relevant parties.
5. No individual may have the Third Privilege where such a Restoration would result in the involuntary divestiture of the Second Privilege¹⁸ from the person of the Sole and Controlling Shareholder or of the Third Privilege from any of the first six (6) individuals in the Line of Succession.
6. The Sole and Controlling Shareholder shall be honour – bound to Amend and Restate the Line of Succession to every time there has been a change thereto.
7. Once an individual accedes to Sole and Controlling Share of Stock, he may only be separated therefrom upon the instance of the conclusion of his Natural Life.

Section 2. Stock Certificate. –

1. It shall not be necessary for the Corporation to furnish a Share Certificate to the person of the Sole and Controlling Shareholder¹⁹.
2. Although no Share Certificate must be issued²⁰, it shall be understood that the Sole and Controlling Share of Stock is titled²¹ as required.

Section 3. Dividends²². –

1. The person of the Sole and Controlling Shareholder surrenders his right to draw upon the Corporation's Capital Assets, Capital Profits, Gross Receipts, Gross Profit, and/or Net Profit. In exchange for this Voluntary Divestiture, the person of the Sole and Controlling Shareholder shall be entitled to a Grant – where the Corporation yields a profit – equal to at least six percent (6%) but not more than eighteen percent (18%) of the Corporation's Net Profits.
2. The Corporation's Net Income shall be retained by the Corporation, to be Appropriated as decreed by the Sole and Controlling Shareholder.

¹⁷ "Privilege" shall be understood to mean "a Revocable and Conditional entitlement."

¹⁸ "Second Privilege" shall be understood to mean "the Privilege of serving as a Leader."

¹⁹ This portion of this subsection derives its Authority from and is exercised in accordance with §607.0626(1), F.S.

²⁰ This portion of this subsection derives its Authority from and is exercised in accordance with §711.51(2)(a), F.S.

²¹ *[Full Legal Name of the current person of the Sole and Controlling Shareholder] TOD [Full Legal Name of the 1st Individual in the Line of Succession to the Sole and Controlling Share of Stock].*

²² This Section of this Article derives its Authority from and is exercised in accordance with §607.0732(1)(b), F.S.

Amendments to the Articles of Incorporation of The Crown of Stalwartland Inc.

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Section 4. Administration of the Corporation²³. –

1. The Prerogatives normally vested in a Corporation's Directorate and Officers shall be Permanently Transferred and Conveyed to the Sole and Controlling Shareholder.
2. The Sole and Controlling Shareholder shall reserve the Authority to:
 - a. Devolve, whether in – part or in – full, one, some, or all of his Prerogatives, to be exercised, performed, and/or enjoyed, respectively, as decreed by the Sole and Controlling Shareholder ("Devolution of the Prerogatives of the Sole and Controlling Shareholder");
 - b. Delegate, whether in – part or in – full, one, some, or all of the Prerogatives of the Sole and Controlling Shareholder, to be exercised, performed, and/or enjoyed, respectively, as the person of the Sole and Controlling Shareholder would ("Delegation of the Prerogatives of the Sole and Controlling Shareholder");
 - c. Abrogate, whether in – part or in – full, one, some, or all previously Devolved or Delegated Prerogatives of the Sole and Controlling Shareholder, to be merged with and subsumed into the Sole and Controlling Shareholder ("Abrogation of the Prerogatives of the Sole and Controlling Shareholder"); and,
 - d. Exercise, perform, and/or enjoy, respectively, all of the Prerogatives of the Sole and Controlling Shareholder, that have not been Devolved or Delegated and that have been Abrogated ("Discretionary Powers of the Sole and Controlling Shareholder," "Reserve Powers of the Sole and Controlling Shareholder") at the Sole Discretion and under the Sole Jurisdiction of the Sole and Controlling Shareholder ("the Supremacy of the Sole and Controlling Shareholder").

Section 5. Corporate Personality. –

When acting as the Sole and Controlling Shareholder, the person of the Sole and Controlling Shareholder shall assume the style Stalwart Rex. Failure to use the said style does not invalidate actions taken by the person of the Sole and Controlling Shareholder in the name and on behalf of the Corporation, so long as such actions are understood to be performed in the name and on behalf of the Corporation.

Section 6. Meetings. –

Save where otherwise provided for, the Prerogatives of the Sole and Controlling Shareholder may be wielded without a meeting, without prior notice, and without a vote,

²³ This Article of these Letters derives its Authority from and is exercised in accordance with §607.0732(1)(a), F.S., §607.0732(1)(c), F.S., and §607.0732(1)(h), F.S., respectively.

Amendments to the Articles of Incorporation of The Crown of Stalwartland Inc.

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so long as the exercise, performance, and/or enjoyment, respectively, of the Prerogative in question is adequately documented and registered on the Books of the Corporation²⁴.

Section 7. Future Interest (Estoppel by Deed). –

Save where an Agreement has been duly executed, the Assets of the person of the Sole and Controlling Shareholder shall be transferred and conveyed to the Corporation upon the conclusion of the natural life of the person of the Sole and Controlling Shareholder.

Section 8. Administrators of the Branches. –

1. There shall be Constituted, Ordered, and Declared, over each Branch, an Administrator, the Corporation Sole to which the Sole and Controlling Shareholder shall Devolve the Authority to Administer the Branch.
2. The Sole and Controlling Shareholder shall reserve the Authority to issue Warrants to Appoint all Administrators.
3. No individual shall occupy an Office of Administrator without first fixing an Oath²⁵.
4. The person of the Administrator shall:
 - a. Receive compensation as Decreed by the Sole and Controlling Shareholder;
 - b. Not be reimbursed for expenses incurred in the performance of his duties; and,
 - c. Not be required to secure Bond as a condition of service, but may be held liable for monetary damages incurred where it can be demonstrated that such damages are as a result of Breach of Duty or other such Duty.
5. Incapacity, Incompetence, or Absence of the person of the Administrator. –
 - a. Where the person of the Administrator is currently or becomes Incapacitated²⁶, or is otherwise Incompetent²⁷, or declares a Period or Leave

²⁴ This Section of this Article derives its Authority from and is exercised in accordance with §607.0704(1), F.S.

²⁵ "I, [Full Legal Name], being of Competency to Contract, with Certain Knowledge, and by Mere Motion, do solemnly Swear that I will execute the Office of Administrator of [Name of Branch] in accordance with Section 8 of the Amended and Restated Corporate Shareholder Agreement and any and all Amendments thereto, Restatements thereof, and Amendments thereto and Restatements thereof, and in accordance with the Articles of Incorporation at large and the Internal Policies of the said Corporation. So help me Allah Subhanahu Wa Ta'ala. Given, on this, [Date]."

²⁶ "Incapacitated" shall be understood to mean "lacking the rudimentary physical capacity necessary to wield the Reserve Powers of the Sole and Controlling Shareholder."

²⁷ "Incompetent" shall be understood to mean "lacking the rudimentary mental capacity necessary to wield the Discretionary Powers of the Sole and Controlling Shareholder."

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of Absence²⁸, the Sole and Controlling Shareholder shall serve the Authority to appoint an individual to wield the Reserve Powers of the Administrator. Once the appointed individual executes²⁹ an Oath³⁰, the Office of Acting Administrator shall be established, and the said Reserve Powers shall Transferred and Conveyed thereto.

- b. The person of the Acting Administrator shall:
 - i. Receive compensation as Decreed by the Sole and Controlling Shareholder;
 - ii. Not be reimbursed for expenses incurred in the performance of his duties; and,
 - iii. Not be required to secure Bond as a condition of service, but may be held personally liable for monetary damages incurred where it can be demonstrated that such damages are as a result of Breach of Duty or other such duty.
- c. The Reserve Powers of the Administrator shall be transferred and conveyed back to the Administrator:
 - i. Upon the conclusion of the Period of Incapacity³¹, the Period of Incompetence³², or the Period of Absence³³, or the conclusion of the Leave of Absence³⁴, respectively; or,

²⁸ "Absent" shall be understood to mean "being away from a place or person."

²⁹ "Execute" shall be understood to mean "features the sign manual of the contracting party(ies), features the sign manual of at least two men who have achieved the Age of Competency, are currently Competent to Contract, and have not been convicted of a Felony or Gross Misdemeanor within the past 2,555 consecutive and full calendar days, is notarised, and is self – proofed." "Notarised" shall be understood to mean "to have a document legalised by a Notary." "Self – Proofed" shall be understood to mean "notarised verification under oath that the witness saw the contracting party(ies) fix their sign manual(s) to the instrument and that the said instrument is legally valid."

³⁰ "I, [Full Legal Name], being of Competency to Contract, with Certain Knowledge, and by Mere Motion, do solemnly Swear that I will execute the Discretionary Powers of the Administrator of [Name of Branch] of The Crown of Stalwartland Inc. a Florida For Profit Single Shareholder Close Corporation as defined in and throughout Section 4.02(d) of the Amended and Restated Corporate Shareholder Agreement and any and all Amendments thereto, Restatements thereof, and Amendments thereto and Restatements thereof, and in accordance with the Articles of Incorporation at large and the Internal Policies of the said Corporation, until such time that the person of the Administrator resumes Office. So help me Allah Subhanahu Wa Ta'ala. Given, on this, [Date]."

³¹ "Period of Incapacity" shall be understood to mean "a time frame during which the person of the Sole and Controlling Shareholder is incapacitated."

³² "Period of Incompetence" shall be understood to mean "a time frame during which the person of the Sole and Controlling Shareholder is incompetent."

³³ "Period of Absence" shall be understood to mean "a time frame during which the person of the Sole and Controlling Shareholder is involuntarily absent."

Amendments to the Articles of Incorporation of The Crown of Stalwartland Inc.

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- ii. The person of the Administrator no longer qualifies to serve as the Administrator, in which case, the Sole and Controlling Shareholder shall appoint a new Administrator.
6. Death of the person of the Administrator. –
- a. Upon the death of the person of the Administrator, the Sole and Controlling Shareholder shall serve the Authority to appoint an individual to wield the Reserve Powers of the Administrator. Once the appointed individual executes an Oath³⁵, the Office of Interim Administrator shall be established, and the said Reserve Powers shall Transferred and Conveyed thereto.
 - d. The person of the Interim Administrator shall:
 - i. Receive compensation as Decreed by the Sole and Controlling Shareholder;
 - ii. Not be reimbursed for expenses incurred in the performance of his duties; and,
 - iii. Not be required to secure Bond as a condition of service, but may be held personally liable for monetary damages incurred where it can be demonstrated that such damages are as a result of Breach of Duty or other such duty.
 - e. The Reserve Powers of the Administrator shall be transferred and conveyed back to the Administrator:
 - i. Upon the Sole and Controlling Shareholder issuing a Warrant to Appoint an Administrator; or,
 - ii. The person of the Interim Administrator no longer qualifies to serve as the Administrator, in which case, the Sole and Controlling Shareholder shall appoint a new Interim Administrator.

³⁴ "Leave of Absence" shall be understood to mean "a time frame during which the person of the Sole and Controlling Shareholder is voluntarily absent."

³⁵ "I, [Full Legal Name], being of Competency to Contract, with Certain Knowledge, and by Mere Motion, do solemnly Swear that I will execute the Discretionary Powers of the Administrator of [Name of Branch] of The Crown of Stalwartland Inc. a Florida For Profit Single Shareholder Close Corporation as defined in and throughout Section 4.02(d) of the Amended and Restated Corporate Shareholder Agreement and any and all Amendments thereto, Restatements thereof, and Amendments thereto and Restatements thereof, and in accordance with the Articles of Incorporation at large and the Internal Policies of the said Corporation, until such time that the person of the Administrator resumes Office. So help me Allah Subhanahu Wa Ta'ala. Given, on this, [Date]."

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Section 9. Incapacity, Incompetence or Absence of the person of the Sole and Controlling Shareholder³⁶. –

1. The person of the Guardian of the person of the Sole and Controlling Shareholder shall be honour – bound to execute an Oath³⁷ where the person of the Sole and Controlling Shareholder is currently or becomes Incapacitated, or is otherwise Incompetent, or declares a Period or Leave of Absence, which shall establish an Office of Protector of The Crown of Stalwartland Inc. A Florida For – Profit Single Shareholder Corporation and transfer and convey the Discretionary Powers of the Sole and Controlling Shareholder to the said Protectorate.
2. It shall be the duty and responsibility of the person of the Sole and Controlling Shareholder to ensure that all documentation relating to his Guardianship is duly registered on the Books of the Corporation.
3. The person of the Protector shall:
 - a. Receive compensation as Decreed by the Sole and Controlling Shareholder prior to the establishment of the Protectorate;
 - b. Not be reimbursed for expenses incurred in the performance of his duties; and,
 - c. Not be required to secure Bond as a condition of service, but may be held personally liable for monetary damages incurred where it can be demonstrated that such damages are as a result of Breach of Duty or other such Duty.
4. The Discretionary Powers of the Sole and Controlling Shareholder shall be transferred and conveyed back to the Sole and Controlling Shareholder:
 - a. Upon the conclusion of the Period of Incapacity, the Period of Incompetence, or the Period of Absence, or the conclusion of the Leave of Absence, respectively; or,
 - b. The person of the Protector no longer qualifies to serve as the Guardian of the person of the Sole and Controlling Shareholder, in which case, the person of the Successive Guardian of the person of the Sole and Controlling Shareholder must facilitate the process as outlined in Section 9.01.

³⁶ This Section of this Article derives its Authority from and is exercised in accordance with §607.0722, F.S., §607.0732(1)(a), F.S., §607.0732(1)(f), F.S., §607.0732(1)(h), F.S., §607.0704(1), F.S., and §607.0821(1), F.S., respectively.

³⁷ "I, [Full Legal Name], being of Competency to Contract, with Certain Knowledge, and by Mere Motion, do solemnly Swear that I will execute the Discretionary Powers of the person of the Sole and Controlling Shareholder of The Crown of Stalwartland Inc. a Florida For Profit Single Shareholder Close Corporation as defined in and throughout Section 4.02(d) of the Amended and Restated Corporate Shareholder Agreement and any and all Amendments thereto, Restatements thereof, and Amendments thereto and Restatements thereof, and in accordance with the Articles of Incorporation at large and the Internal Policies of the said Corporation, until such time that the person of the Sole and Controlling Shareholder resumes Office. So help me Allah Subhanahu Wa Ta'ala. Given, on this, [Date]."

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Section 10. Death of the person of the Sole & Controlling Shareholder³⁸. –

1. The person of the Guardian of the current person of the Sole and Controlling Shareholder shall be honour – bound to execute an Oath³⁹ upon the conclusion of the natural life of the current person of the Sole and Controlling Shareholder, which shall establish an Office of Executor of the Crowne Inc. and transfer and convey the Discretionary Powers of the Sole and Controlling Shareholder thereto.
2. It shall be the duty and responsibility of the current person of the Sole and Controlling Shareholder to ensure that all documentation relating to his Guardianship is registered on the Books of the Corporation.
3. The person of the Executor shall:
 - a. Receive compensation as decreed by the Sole and Controlling Shareholder prior to the establishment of the Executorship;
 - b. Not be reimbursed for expenses incurred in the performance of his duties; and,
 - c. Not be required to secure Bond as a condition of service, but may be held personally liable for monetary damages incurred where it can be demonstrated that such damages are as a result of breach of duty or other such duty.
4. Chronology of the Demise. –
 - a. The Executor shall issue a Proclamation to formally announce the conclusion of the natural life of the current person of the Sole and Controlling Shareholder not later than one full and consecutive calendar day from the date on which the person of the Late Sole and Controlling Shareholder's natural life concluded.
 - b. The Executor shall issue a Warrant to summon the person of the Inheritor, the Electors of The Crown of Stalwartland Inc.⁴⁰, the Advisers to the Sole and

³⁸ This Section of this Article derives its Authority from and is exercised in accordance with §607.0722, F.S., §607.0732(1)(a), F.S., §607.0732(1)(f), F.S., §607.0732(1)(h), F.S., §607.0704(1), F.S., and §607.0821(1), F.S., respectively.

³⁹ "I, [Full Legal Name], being of Competency to Contract, with Certain Knowledge, and by Mere Motion, do solemnly Swear that I will execute the Discretionary Powers of the person of the Sole and Controlling Shareholder of The Crown of Stalwartland Inc. a Florida For Profit Single Shareholder Close Corporation as defined in and throughout Section 4.02(d) of the Amended and Restated Corporate Shareholder Agreement and any and all Amendments thereto, Restatements thereof, and Amendments thereto and Restatements thereof, and in accordance with the Articles of Incorporation at large and the Internal Policies of the said Corporation, until the legal transfer of the Sole and Controlling Share of Stock of the said Corporation to the Heir and Successor of the person of the Late Sole and Controlling Shareholder. So help me Allah Subhanahu Wa Ta'ala. Given, on this, [Date]."

⁴⁰ "Electors of The Crown of Stalwartland Inc." shall be understood to mean "the male issue of Louis Alfred Nickolas Stalwart (save the senior male issue), and upon the conclusion of the Natural Life of each such male issue, his Heirs and Successors, individually, in accordance with the spirit of Article IX, Section 1 of these Articles."

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Controlling Shareholder, and the Bureaucrats of the Corporation, in an Accession Council not later than one full and consecutive calendar day from the date on which the Section 10.04(a) Proclamation was issued.

- c. The Accession Council shall convene not later than one full and consecutive calendar from the date on which the Accession Summons is issued.
 - d. At the Accession Council, the Electors shall certify the Demise of the Sole and Controlling Share of Stock, the Senior Legal Bureaucrat shall present, and the person of the Inheritor shall execute, an Oath⁴¹, each Bureaucrat shall furnish a Formal Report to the person of the Sole and Controlling Shareholder, and the Senior Legal Bureaucrat shall present, and each of the Accession Councilors shall fix their Sign Manual to, a Proclamation announcing the Demise of the Sole and Controlling Share of Stock.
 - e. The Executor shall issue a Proclamation to dissolve the said Accession Council once the objects as detailed in and through Section 10.04(d) have been achieved.
 - f. The Executor shall issue furnish official copies the Accession Proclamation, the Oath and the Formal Reports, not later than one full and consecutive calendar day from the date on which the Accession Council's Writ was dropped.
5. The Discretionary Powers of the Sole and Controlling Shareholder shall be transferred and conveyed back to the Sole and Controlling Shareholder:
- a. When the transfer and conveyance of the Sole and Controlling Share of Stock has concluded; or,
 - b. The person of the Executor no longer qualifies to serve as the Guardian, in which case, the person of the Guardian of the person of the Inheritor must facilitate the process as outlined in Section 10.01.

⁴¹ "I, [Full Legal Name], being of Competency to Contract, with Certain Knowledge and by Mere Motion, hereby solemnly Swear that I will Faithfully wield the Prerogatives of the Sole and Controlling Shareholder of The Crown of Stalwartland Inc. a Florida For Profit Single Shareholder Close Corporation, in accordance with the Articles of Incorporation and the Internal Regulations of the Corporation. So help me Allah Subhanahu Wa Ta'ala. Given, on this, [Date]." Note: The Execution of this Oath shall constitute the fulfillment of §607.0626(2) F.S.

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Section 11. Internal Regulations. –

The Corporation shall be Regulated by Guidelines⁴², Custom⁴³ and Precedent⁴⁴.

⁴² "Guidelines" shall be understood to mean "Memoranda issued by the Sole and Controlling Shareholder to set forth Qualified, Authoritative Advice which shall remain effective until Revoked, Amended, Restated, or Amended and Restated, as it regards Internal Procedures and Methods and the applicability of External Policy on their relationship to/with the Corporation." "External" as used herein shall be understood to mean "without the bounds of the Corporation."

⁴³ "Customs" shall be understood to mean "the body of Guidelines that have been executed as detailed in the Memoranda and for which executed Affidavits have been issued enumerating the fact patterns in question, each of which shall fall into abeyance, whether in – part or in – full, so long as the fact pattern that effected its existence both remain relevant and shall, where it has fallen into abeyance, resurrected, whether in – full or in – part, where the fact pattern that effected its existence becomes relevant once more."

⁴⁴ "Precedent" shall be understood to mean "the body of Opinions issued to resolve Disputes and Cases and Controversies, each of which shall fall into abeyance, whether in – part or in – full, so long as the fact pattern and analysis that effected its existence both remain relevant and shall, where it has fallen into abeyance, resurrected, whether in – full or in – part, where the fact pattern and analysis that effected its existence becomes relevant once more."

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ARTICLE X

AMENDED & RESTATED CORPORATE RULES FOR ARBITRATION

Rule 1. Authority to bring suit. –

Any individual (or group of individuals) with standing shall reserve the Authority to bring suit to settle a dispute or a case or controversy.

Rule 2. Retention of Legal Counsel by Petitioner. –

Where an individual (or group of individuals) with standing ("the Petitioner") desires to bring suit, such an individual (or group of individuals) shall be required to retain an Attorney.

Rule 3. Issuance of Notice to Respondent. –

The Petitioner's Attorney shall be required to furnish a notification to the individual (or group of individuals) against who(m) the suit is being brought ("the Respondent") to inform him/them of the suit.

Rule 4. Deadline to issue Notification of Suit. –

The notification must be issued not later than thirty (30) full and consecutive calendar days from the date on which the Petitioner retained his/their Attorney.

Rule 5. Retention of Legal Counsel by Respondent. –

Once the Respondent receives the notification from the Petitioner's Attorney, the Respondent shall be required to retain an Attorney not later than thirty (30) full and consecutive calendar days from the date on which the notification was issued.

Rule 6. Requirements of Legal Counsel. –

Each Attorney must be licensed to practice law and must be in good standing with his local bar association (or equivalent).

Rule 7. Appointment of the Arbitrator. –

The Attorneys shall unanimously appoint another Attorney to serve as the Arbitrator not later than thirty (30) full and consecutive calendar days from the date on which the Respondent's Attorney was retained. The Arbitrator must come recommended by the American Arbitration Association.

Rule 8. Prohibitions on the Arbitrator. –

It shall be verboten for the Arbitrator to have a current or prior legal, consanguineous, or affinal relationship of any kind whatsoever with the Petitioner, the Respondent, or either of the Attorneys.

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Rule 9. Legal Fees. –

Each Party to the Arbitration shall be responsible for the payment of his legal fees plus 50% of the legal fees charged by the Arbitrator.

Rule 10. Discovery. –

The Arbitrator shall reserve Sole Jurisdiction over the manner in which Discovery shall take place.

Rule 11. Convention. –

The Arbitrator shall convene not later than one hundred eighty (180) full and consecutive calendar days from the date on which the Arbitrator was appointed. The convention shall conclude not later than thirty (30) full and consecutive calendar days from the date the convention opened. The Arbitrator shall reserve Sole Authority to Administer the convention.

Rule 12. Deadline to issue Summary Judgement. –

The Arbitrator shall issue a Summary Judgement, which must enumerate the issue(s) at hand and his ruling and the judgement award, if any, not later than thirty (30) full and consecutive calendar days from the date the Tribunal convened.

Rule 13. Deadline to issue Arbitration Order. –

The Arbitrator shall be honour – bound to issue a full Order, which must be comprised of the facts of the case, the issue(s) to be adjudicated, the ruling, an analysis detailing how the ruling was reached, and a conclusion, which must include the judgement award, where necessary, not later than 30 full and consecutive calendar days from the date on which the Summary Judgement was issued.

Rule 14. Concerning Monetary Awards. –

Monetary Awards shall not be more than twenty – one percent (21%) of the discretionary income of the individual ordered to pay the Award, shall be capped at \$24,500 for, and shall not be paid for more than 41 full and consecutive calendar days from the month that the Monetary Award was awarded.

Rule 15. Reimbursement of Legal Fees. –

The party found to be at fault shall reimburse the other party for all costs incurred as a result of the Arbitration. The reimbursement of legal expenses shall not constitute part of the Monetary Award, and thus, is not subject to the restrictions that Monetary Awards are subject to.

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ARTICLE XI

PROCESS FOR AMENDMENTS

The Sole and Controlling Shareholder shall reserve the Authority to Amend, Restate, or Amend and Restate, these Articles, whether in – part or in – full, where such an Amendment, Restatement, or Amendment and Restatement secures the Confidence of all Electors⁴⁵.

⁴⁵ Where an Elector has not yet achieved the Age of Competency, his Father, or alternatively, his Guardian, shall exercise this Prerogative in the Elector's name and on the Elector's behalf. Where there are no qualified Electors, the Sole and Controlling Shareholder shall exercise this Prerogative at his Sole Discretion.