

6/29/2021

Division of Corporations

555524

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H21000253303 3)))



H21000253303ABCT

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page.
Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850)617-6380

From:

Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (614)280-3338
Fax Number : (954)288-0845

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

COR AMND/RESTATE/CORRECT OR O/D RESIGN BAY AREA INSURANCE SERVICES, INC.

Certificate of Status	0
Certified Copy	1
Page Count	12
Estimated Charge	\$43.75

JUN 30 2021

S. PRATHEF

Electronic Filing Menu

Corporate Filing Menu

Help

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
BAY AREA INSURANCE SERVICES, INC.**

Pursuant to Section 607.1007 of the Florida Business Corporation Act (the "FBCA"), the undersigned, being the President of Bay Area Insurance Services, Inc., a Florida corporation (the "Corporation"), and desiring to amend and restate the Corporation's Articles of Incorporation, does hereby certify as follows:

1. Articles of Incorporation of the Corporation (document no. 555524) were filed with the Secretary of State of Florida on December 19, 1977 (the "Original Articles"), with Amendments thereto filed on November 5, 1987, November 22, 2004, February 7, 2005 and December 20, 2010 (collectively, the "Prior Amendments").

2. The Amended and Restated Articles of Incorporation set forth herein (the "Amended and Restated Articles") were adopted by all of the directors and the sole holder of the voting stock of the Corporation pursuant to Sections 607.0821 and 607.0704 of the FBCA on June 29, 2021. The number of votes cast for the Amended and Restated Articles was sufficient for approval.

3. The Original Articles, as amended by the Prior Amendments, are hereby amended and restated by the Amended and Restated Articles as hereinbelow set forth in full, and the Amended and Restated Articles shall supersede the Original Articles and the Prior Amendments in their entirety.

ARTICLE I: NAME

The name of the Corporation is Bay Area Insurance Services, Inc.

ARTICLE II: PRINCIPAL OFFICE

The street and mailing address of the principal office of the Corporation is 6371 Business Boulevard, Suite 210, Sarasota, Florida 34240.

ARTICLE III: PURPOSE

The Corporation is organized to transact any or all lawful business for which corporations may be incorporated under the FBCA as it now exists or may hereafter be amended or supplemented.

ARTICLE IV: SHARES

Section 1. Authorized Shares. The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 20,000 shares of Common Stock, \$0.01 par value per share (the "Common Stock"), which is divided into 10,000 shares of Class A Common Stock (the "Class A Common") and 10,000 shares of Class B Common Stock (the "Class B Common"); and (ii) 3,000,000 shares of Preferred Stock, \$25.00 par value per share (the "Preferred Stock").

Section 2. Conversion of Existing Shares. Upon the filing and effectiveness (the "Effective Time") of these Amended and Restated Articles of Incorporation pursuant to the FBCA, each one (1) share

FILED
2021 JUN 29 AM 9:50
TALLAHASSEE, FLA

of (A) Common Shares of the Corporation issued and outstanding immediately prior to the Effective Time shall, automatically and without any action on the part of the holder thereof, be converted into 0.002014732 shares of Class A Common and 0.002014732 shares of Class B Common, and (B) Preferred Shares shall, automatically and without any action on the part of the holder thereof, be converted into 1.38718568 shares of Preferred Stock. Each certificate that immediately prior to the Effective Time represented shares of (x) Common Shares (each, an "**Old Common Certificate**"), shall thereafter represent that number of shares of Class A Common and Class B Common into which the shares of Common Shares represented by the Old Common Certificate shall have been converted, and (y) Preferred Shares (each, an "**Old Preferred Certificate**"), shall thereafter represent that number of shares of Preferred Stock into which the shares of Preferred Shares represented by the Old Preferred Certificate shall have been converted.

Section 3. Designations, Powers, Privileges, Rights, Etc. The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation:

(a) Common Stock.

(1) General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein.

(2) Voting. The holders of the Class A Common are entitled to one vote for each share of Class A Common held on any matter submitted to a vote at a meeting of the shareholders (and any written action in lieu of a meetings). The holders of the Class B Common shall not be entitled to vote on any matter submitted to a vote at a meeting of shareholders (or any written action in lieu of a meeting).

(b) Preferred Stock. The Preferred Stock shall have following rights, preferences, powers, privileges and restrictions, qualifications and limitations. Unless otherwise indicated, references to "sections" or "subsections" in this **Section 3(b)** of this **Article IV** refer to sections and subsections of **Section 3(b)** of this **Article IV**.

(1) Dividends.

(i) PIK Dividends. Holders of Preferred Stock shall be entitled to receive, to the fullest extent permitted by law, mandatory and cumulative dividends payable annually in arrears with respect to each 12-month dividend period ending on and including December 31st (each such period, a "**Dividend Period**" and each such date, a "**Dividend Payment Date**"), at the rate per share of Preferred Stock equal to 7% per annum on the par value thereof (the "**Dividend Rate**"). The record date for payment of annual dividends on the Preferred Stock will be December 15th preceding the applicable Dividend Payment Date, and dividends shall only be payable to registered holders of record of the Preferred Stock as such holders appear on the stock register of the Corporation at the close of business on the related record date. If any Dividend Payment Date is not a business day, the applicable payment shall be due on the next succeeding business day. Dividends contemplated by this **Subsection (1)(i)** shall be paid in-kind as a dividend of additional shares of Preferred Stock ("**PIK Dividends**") for each Dividend Period on the applicable Dividend Payment Date, using a price per share equal to \$25.00. PIK Dividends shall be treated for all purposes as a single series with all other shares of Preferred Stock, and shall have the same designations, rights, preferences, powers, restrictions and limitations as all other shares of Preferred Stock,

including, without limitation, with respect to the accrual and payment of dividends or distributions. If and to the extent that shares of Preferred Stock shall be represented by a physical certificate, it shall not be necessary for the Corporation to issue additional physical certificates to represent any PIK Dividends, but the outstanding physical certificates may be deemed to represent all such PIK Dividends *pro rata*.

(ii) Dividend Calculations. Dividends on the Preferred Stock shall be calculated on the basis of a 360-day year, consisting of twelve (12), thirty (30) calendar day periods, and shall accrue daily commencing on the date of each share's issuance, and shall be deemed to accrue from such date whether or not earned or declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends. When a dividend is paid or deemed paid as a PIK Dividend, the number of shares so payable per share of Preferred Stock shall be: (i) for any full Dividend Period, the full Dividend Rate, and (ii) for any partial Dividend Period, the Dividend Rate multiplied by a fraction, the numerator of which is the number of days elapsed during the period with respect to which the dividend is payable and the denominator of which is 360.

(2) Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

(i) Preferential Payments to Holders of Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of shares of Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders, and in the event of a Deemed Liquidation Event (as defined below), the holders of shares of Preferred Stock then outstanding shall be entitled to be paid out of the consideration payable to shareholders in such Deemed Liquidation Event or out of the Available Proceeds (as defined below), as applicable, before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to \$25.00 (the amount payable pursuant to this sentence is hereinafter referred to as the "**Preferred Liquidation Amount**"). Immediately preceding such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, adjustment shall be made for accrued but unpaid PIK Dividends. If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of shares of Preferred Stock the full amount to which they shall be entitled under this **Subsection (2)(i)**, the holders of shares of Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

(ii) Payments to Holders of Common Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, after the payment in full of all Preferred Liquidation Amounts required to be paid to the holders of shares of Preferred Stock, the remaining assets of the Corporation available for distribution to its shareholders or, in the case of a Deemed Liquidation Event, the consideration not payable to the holders of shares of Preferred Stock pursuant to **Subsection (2)(i)** or the remaining Available Proceeds (as defined below), as the case may be, shall be distributed among the holders of shares of Common Stock, *pro rata* based on the number of shares held by each such holder.

(iii) Deemed Liquidation Events.

(a) Definition. Each of the following events shall be considered a "**Deemed Liquidation Event**" unless the holders of at least a majority of the outstanding shares of Preferred Stock (the "**Requisite Holders**") elect otherwise by written notice sent to the Corporation at least ten (10) days prior to the effective date of any such event:

(1) a merger or consolidation in which:

(i) the Corporation is a constituent party, or

(ii) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation,

except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (a) the surviving or resulting corporation; or (b) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation; or

(2) (a) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or (b) the sale or disposition (whether by merger, consolidation or otherwise, and whether in a single transaction or a series of related transactions) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation.

(b) Effecting a Deemed Liquidation Event.

(1) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in **Subsection (2)(iii)(a)(1)(i)** unless the agreement or plan of merger or consolidation for such transaction (the "**Merger Agreement**") provides that the consideration payable to the shareholders of the Corporation in such Deemed Liquidation Event shall be paid to the holders of capital stock of the Corporation in accordance with **Subsections 2(i) and 2(ii)**.

(2) In the event of a Deemed Liquidation Event referred to in **Subsection (2)(iii)(a)(1)(ii)** or **(2)(iii)(a)(2)**, if the Corporation does not effect a dissolution of the Corporation under the FBCA within ninety (90) days after such Deemed Liquidation Event, then (i) the Corporation shall send a written notice to each holder of Preferred Stock no later than the ninetieth (90th) day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause; (ii) to require the redemption of such shares of Preferred Stock, and (iii) if the holders of at least a majority of the then outstanding shares

of Preferred Stock so request in a written instrument delivered to the Corporation not later than one hundred twenty (120) days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation), together with any other assets of the Corporation available for distribution to its shareholders, all to the extent permitted by Florida law governing distributions to shareholders (the "**Available Proceeds**"), on the one hundred fiftieth (150th) day after such Deemed Liquidation Event, to redeem all outstanding shares of Preferred Stock at a price per share equal to the Preferred Liquidation Amount. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Preferred Stock, the Corporation shall redeem a *pro rata* portion of each holder's shares of Preferred Stock to the fullest extent of such Available Proceeds, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares, and shall redeem the remaining shares as soon as it may lawfully do so under Florida law governing distributions to shareholders. The provisions of **Section (4)** shall apply, with such necessary changes in the details thereof as are necessitated by the context, to the redemption of the Preferred Stock pursuant to this **Subsection (2)(iii)(b)(2)**. Prior to the distribution or redemption provided for in this **Subsection (2)(iii)(b)(2)**, the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in connection with such Deemed Liquidation Event.

(c) Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities to be paid or distributed to such holders pursuant to such Deemed Liquidation Event. The value of such property, rights or securities shall be determined in good faith by the Board of Directors of the Corporation, including the approval of the Preferred Director (as defined herein).

(d) Allocation of Escrow and Contingent Consideration. In the event of a Deemed Liquidation Event pursuant to **Subsection (2)(iii)(a)(1)(i)**, if any portion of the consideration payable to the shareholders of the Corporation is payable only upon satisfaction of contingencies (the "**Additional Consideration**"), the Merger Agreement shall provide that (a) the portion of such consideration that is not Additional Consideration (such portion, the "**Initial Consideration**") shall be allocated among the holders of capital stock of the Corporation in accordance with **Subsections 2(i) and 2(ii)** as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event; and (b) any Additional Consideration which becomes payable to the shareholders of the Corporation upon satisfaction of such contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with **Subsections 2(i) and 2(ii)** after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this **Subsection (2)(iii)(d)**, consideration placed into escrow or retained as a holdback to be available for satisfaction of indemnification or similar obligations in connection with such Deemed Liquidation Event shall be deemed to be Additional Consideration.

(3) Voting.

(i) General. The Preferred Stock shall not be entitled to vote on any matter except as set forth in **Subsection (3)(ii)**, below. As to all such matters for which the Preferred Stock is entitled to vote, each outstanding share of Preferred Stock shall be entitled to one vote.

(ii) Election of Directors. The holders of record of the shares of Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation (the "**Preferred Director**") and the holders of record of the shares of the Class A Common, exclusively and as a separate class, shall be entitled to elect two (2) directors of the Corporation. Any director elected as provided in the preceding sentence may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such shareholders duly called for that purpose or pursuant to a written consent of shareholders. If the holders of shares of Preferred Stock or Class A Common, as the case may be, fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors, voting exclusively and as a separate class, pursuant to the first sentence of this **Subsection 3(ii)**, then any directorship not so filled shall remain vacant until such time as the holders of the Preferred Stock or Class A Common, as the case may be, elect a person to fill such directorship by vote or written consent in lieu of a meeting; and no such directorship may be filled by shareholders of the Corporation other than by the shareholders of the Corporation that are entitled to elect a person to fill such directorship, voting exclusively and as a separate class. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. Except as otherwise provided in this **Subsection 3(ii)**, a vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to this **Subsection 3(ii)**. The rights of the holders of the Preferred Stock and the rights of the holders of the Class A Common under the first sentence of this **Subsection 3(ii)** shall terminate on the first date following the Original Issue Date (as defined below) on which there are no issued and outstanding shares of Preferred Stock. As used herein, "**Original Issue Date**" means June 30, 2021.

(iii) Preferred Stock Protective Provisions. At any time when shares of Preferred Stock are outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or these Amended and Restated Articles of Incorporation) the written consent or affirmative vote of the Requisite Holders given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect:

(a) liquidate, dissolve or wind-up the business and affairs of the Corporation, effect any merger or consolidation or any other Deemed Liquidation Event, or consent to any of the foregoing;

(b) amend, alter or repeal any provision of these Amended and Restated Articles of Incorporation or Bylaws of the Corporation;

(c) create, or authorize the creation of, or issue or obligate itself to issue shares of, any additional class or series of capital stock unless the same ranks junior to the Preferred Stock with respect to the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends and rights of redemption, or increase the authorized number of shares of Preferred Stock or increase the authorized number of shares of any additional class or series of capital stock of the Corporation unless the same ranks junior to the Preferred Stock with respect to the

distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends and rights of redemption;

(d) purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation other than (i) redemptions of or dividends or distributions on the Preferred Stock as expressly authorized herein, or (ii) repurchases of stock from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or service at the lower of the original purchase price or the then-current fair market value thereof;

(e) create, or authorize the creation of, or issue, or authorize the issuance of any debt security or create any lien or security interest (except for purchase money liens or statutory liens of landlords, mechanics, materialmen, workmen, warehousemen and other similar persons arising or incurred in the ordinary course of business) or incur other indebtedness for borrowed money, including but not limited to obligations and contingent obligations under guarantees, or permit any subsidiary to take any such action with respect to any debt security lien, security interest or other indebtedness for borrowed money, other than debt securities or other indebtedness the proceeds of which will be used solely for the purpose of redeeming the Preferred Stock pursuant to Section (4); or

(f) increase or decrease the authorized number of directors constituting the Board of Directors.

(4) Redemption.

(i) General. Unless prohibited by Florida law governing distributions to shareholders, shares of Preferred Stock shall be redeemed by the Corporation at a price equal to the Preferred Liquidation Amount (the "**Redemption Price**") at any time on or after the seventh (7th) anniversary of the Original Issue Date upon the holders' receipt of written notice from the Corporation demanding redemption of all or a portion of the issued and outstanding shares of Preferred Stock (the "**Redemption Notice**"), which Redemption Price shall be payable to the holders in one (1) installment of cash no later than sixty (60) days following the date that the Redemption Notice is sent to the holders. The scheduled date of payment for shares of Preferred Stock provided in each Redemption Notice shall be referred to as a "**Redemption Date**." On each Redemption Date, the Corporation shall redeem, on a *pro rata* basis in accordance with the number of shares of Preferred Stock owned by each holder, that number of outstanding shares of Preferred Stock designated for redemption in the corresponding Redemption Notice. If, on any Redemption Date, Florida law governing distributions to shareholders prevents the Corporation from redeeming all shares of Preferred Stock proposed to be redeemed in the corresponding Redemption Notice, the Corporation shall ratably redeem the maximum number of shares that it may redeem consistent with such law, and shall redeem the remaining shares as soon as it may lawfully do so under such law.

(ii) Redemption Notice. The Corporation shall send a Redemption Notice to each holder of record of Preferred Stock not less than sixty (60) days prior to the Redemption Date set forth therein. Each Redemption Notice shall state:

(1) the total number of shares of Preferred Stock to be redeemed by the Corporation pursuant to such Redemption Notice on the Redemption Date (which shall also set forth the number of such shares to be redeemed on a holder-by-holder basis);

(2) the Redemption Date and the Redemption Price;

and

(3) for holders of shares in certificated form, that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Preferred Stock to be redeemed.

(iii) Surrender of Certificates; Payment. On or before the applicable Redemption Date, each holder of shares of Preferred Stock to be redeemed on such Redemption Date, shall, if a holder of shares in certificated form, surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof. In the event less than all of the shares of Preferred Stock represented by a certificate are redeemed, a new certificate, instrument, or book entry representing the unredeemed shares of Preferred Stock shall promptly be issued to such holder.

(iv) Rights Subsequent to Redemption. If the Redemption Notice shall have been duly given, and if on the applicable Redemption Date the Redemption Price payable upon redemption of the shares of Preferred Stock to be redeemed on such Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that any certificates evidencing any of the shares of Preferred Stock so called for redemption shall not have been surrendered, dividends with respect to such shares of Preferred Stock shall cease to accrue after such Redemption Date and all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the Redemption Price without interest upon surrender of any such certificate or certificates therefor.

(5) Redeemed or Otherwise Acquired Shares. Any shares of Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Preferred Stock following redemption.

(6) Waiver. Any of the rights, powers, preferences and other terms of the Preferred Stock set forth herein may be waived on behalf of all holders of Preferred Stock by the affirmative written consent or vote of the holders of at least a majority of the shares of Preferred Stock then outstanding.

(7) Notices. Any notice required or permitted by the provisions of this Article IV to be given to a holder of shares of Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the FRCA, and shall be deemed sent upon such mailing or electronic transmission.

ARTICLE V: REGISTERED OFFICE AND AGENT

The street address of the registered office of the Corporation is 1200 S Pine Island Rd #250, Plantation, FL 33324. The name of the registered agent of the Corporation at that office is CT Corporation System.

ARTICLE VI: INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. The Corporation shall indemnify, advance expenses, and hold harmless, to the fullest extent permitted by the FBCA and other applicable law as it presently exists or may hereafter be amended, any person (a "**Covered Person**") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal (a "**Proceeding**"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation or of a partnership, joint venture, trust, enterprise, or nonprofit entity, including service with respect to employee benefit plans, against all liability, damages, and loss suffered and expenses (including attorneys' fees) actually and reasonably incurred by such Covered Person.

Section 2. Any amendment, repeal, or modification of this **Article VI** shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

ARTICLE VII: BYLAWS

Subject to any additional vote required by these Amended and Restated Articles of Incorporation or the Corporation's Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

ARTICLE VIII: NUMBER OF DIRECTORS; ELECTIONS

Section 1. Subject to any additional vote required by these Amended and Restated Articles of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation. Each director shall be entitled to one vote on each matter presented to the Board of Directors.

Section 2. Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

ARTICLE IX: LIMITATION OF LIABILITY

Section 1. To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. If the FBCA or any other law of the State of Florida is amended after approval by the shareholders of this **Article IX** to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the FBCA as so amended.

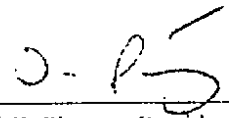
Section 2. Any repeal or modification of the foregoing provisions of this **Article IX** by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

ARTICLE X: EFFECTIVE DATE AND TIME

The effective date and time of these Amended and Restated Articles of Incorporation shall be the date and time that these Amended and Restated Articles of Incorporation are filed with Florida Department of State, Division of Corporations.

4. I submit these Amended and Restated Articles of Incorporation and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Florida Department of State constitutes a third degree felony as provided for in Section 817.155 of the Florida Statutes.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation this 29th day of June 2021.



David G. Pirrung, President

2021 JUN 29 AM 9:58
RECORDED
TALLAHASSEE, FLORIDA

CERTIFICATE OF ACCEPTANCE BY REGISTERED AGENT

Pursuant to the provisions of Section 607.0501 of the Florida Business Corporation Act, the undersigned submits the following statement in accepting the designation as registered agent and registered office of Bay Area Insurance Services, Inc., a Florida corporation (the "**Corporation**"), in the Corporation's Amended and Restated Articles of Incorporation.

Having been named as registered agent and to accept services of process for the Corporation at the registered office designated in the Corporation's Amended and Restated Articles of Incorporation, the undersigned accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and the undersigned is familiar with and accepts the obligations of its position as registered agent.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this __ day of June 2021.

CT CORPORATION SYSTEM

By: 

Name: David Westcott

Title: Assistant Secretary

FILED
2021 JUN 29 AM 9:58
CLERK OF STATE
TALLAHASSEE, FLORIDA