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Division of Corporations

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Y. SULKER
FEB 26 2020

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ARTICLES OF INTEREST EXCHANGE

of

TCG CORRIDOR HOLDINGS, LLC,
a Florida limited liability company (the "Acquiring Entity")

with

THE CORRIDOR GROUP HOLDINGS, LLC,
a Florida limited liability company (the "Acquired Entity")

Date: February 24, 2020

Pursuant to and in accordance with the provisions of Section 605.1035 of the Florida Revised Limited Liability Company Act (the "Act"), the following Articles of Interest Exchange are submitted for the following Limited Liability Companies.

1. The name, entity type and jurisdiction and document number of the Acquired Entity is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>	<u>Document Number</u>
THE CORRIDOR GROUP HOLDINGS, LLC	Florida	Limited Liability Company	L12000161311

2. The name, entity type, jurisdiction and document number of the Acquiring Entity is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>	<u>Document Number</u>
TCG CORRIDOR HOLDINGS, LLC	Florida	Limited Liability Company	L20000049002

3. Plan of Interest Exchange; Approval of Acquired Entity. That certain Agreement and Plan of Interest Exchange, dated as of, and effective as of, the same date as these Articles of Interest Exchange, attached hereto as Exhibit A, has been approved by the Acquired Entity in accordance with the provisions of ss. 605.1031-605.1036 of the Act, and by each member of the Acquired Entity, who as a result of the interest exchange will have interest holder liability under Section 605.1033(1)(b) of the Act and whose approval is required.
4. Amendments. There are no amendments to the Acquired Entity's Articles of Organization approved as party of the Agreement and Plan of Interest Exchange.
5. Plan of Interest Exchange; Approval of Acquiring Entity. Approval of the Plan of Interest Exchange by the Acquiring Entity is not required by the Act.

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6. Appraisal Rights. The Acquiring Entity has agreed to pay to any members with appraisal rights the amount to which such members are entitled under Sections 605.1006 and 605.1061 through 605.1072 of the Act; provided, however, that the members of the Acquired Entity do not have appraisal rights pursuant to Section 605.1006(2).
7. Effective Date. The effective date of this interest exchange shall be upon filing with the Florida Department of State.
8. Counterparts; Facsimile Signatures. These Articles of Interest Exchange may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one document. Facsimile or electronic signatures (including via email) shall be deemed originals for all purposes of these Articles of Interest Exchange.

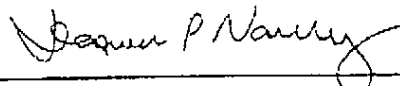
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The undersigned have executed these Articles of Interest Exchange as of the date first set forth above.

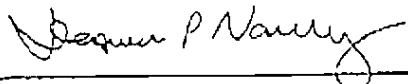
ACQUIRED ENTITY:

THE CORRIDOR GROUP HOLDINGS,
LLC, a Florida limited liability company

By: 
Name: Desmond Varady
Title: Chief Executive Officer

ACQUIRING ENTITY:

TCG CORRIDOR HOLDINGS, LLC, a
Florida limited liability company

By: 
Name: Desmond Varady
Title: Chief Executive Officer

[Signature page to Articles of Interest Exchange]

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EXHIBIT A

AGREEMENT AND PLAN OF INTEREST EXCHANGE

(See Attached)

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AGREEMENT AND PLAN OF INTEREST EXCHANGE

between

THE CORRIDOR GROUP HOLDINGS, LLC,
a Florida limited liability company

and

TCG CORRIDOR HOLDINGS, LLC,
a Florida limited liability company

THIS AGREEMENT AND PLAN OF INTEREST EXCHANGE (this "Agreement") is made and entered into effective as of February 24, 2020 by and between **THE CORRIDOR GROUP HOLDINGS, LLC**, a Florida limited liability company ("Acquired Company") and **TCG CORRIDOR HOLDINGS, LLC**, a Florida limited liability company ("Acquiring Company," and together with Acquired Company, the "Constituent Entities").

RECITALS:

WHEREAS, the Acquired Company is a limited liability company duly organized under the laws of the State of Florida and the Acquiring Company is a limited liability company duly organized under the laws of the State of Florida;

WHEREAS, the Acquired Company, and its Board of Managers, at least a majority-in-interest of its Members and each Member of the Acquired Company who as a result of the Interest Exchange (defined below) will have interest holder liability under Section 605.1033(1)(b) of the Florida Revised Limited Liability Company Act (the "Act") have determined that it is advisable and in the best interests of Acquired Company that all of the interests of Acquired Company be acquired by the Acquiring Company (hereinafter called the "Interest Exchange"), on the terms and conditions set forth herein and in accordance with the applicable provisions of the Act; and

WHEREAS, Constituent Entities limited liability company existence under the laws of the State of Florida shall not be affected in any manner by reason of the Interest Exchange, except as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Acquired Company and Acquiring Company, have agreed and do hereby agree as follows:

Terms:

1. **Interest Exchange.** All of the Interests (as defined in the Act) of the Acquired Company shall be acquired by the Acquiring Company, in accordance with applicable provisions of the Act.

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2. Operating Agreement of Acquiring Company. The Operating Agreement (as defined herein) of the Acquired Company in effect immediately prior to the Effective Date (as defined herein) shall, upon the Interest Exchange becoming effective, be and remain the Operating Agreement of Acquiring Company until the same shall be altered, amended or repealed.

3. Operating Agreement of Acquired Company. Upon the Interest Exchange becoming effective, the operating agreement of the Acquired Company shall be the operating agreement attached hereto as Exhibit A.

4. Management of Acquiring Company. The Board of Managers of the Acquired Company in effect immediately prior to the Effective Date shall, upon the Interest Exchange becoming effective, be and remain the Board of Managers of the Acquiring Company until their successors are elected and qualified.

5. Conversion of Units/Membership Interests. The manner of converting the outstanding Interests of the Acquired Company into Interests of the Acquiring Company shall be as follows: Each issued and outstanding Series A Preferred Unit, Class A Common Unit, Class A Incentive Unit, Class B Incentive Unit or Class C Transpirus Unit (each as defined in the Operating Agreement of the Acquired Company, dated December 31, 2012, (as amended by that certain First Amendment to Operating Agreement dated effective as of December 1, 2014, Second Amendment to Operating Agreement dated effective as of May 4, 2015, Third Amendment to Operating Agreement effective June 27, 2016, Fourth Amendment to Operating Agreement dated December 23, 2016, Fifth Amendment to Operating Agreement dated July 12, 2017 and Sixth Amendment to Operating Agreement dated February 24, 2020) (the "Operating Agreement") of the Acquired Company shall be converted into one (1) Series A Preferred Unit, Class A Common Unit, Class A Incentive Unit, Class B Incentive Unit or Class C Transpirus Unit, respectively, of the Acquiring Company. Each Interest and all Units (as defined in the Operating Agreement) of Acquired Company issued and outstanding immediately prior to the Effective Date shall, by virtue of the Interest Exchange and without any action on the part of the holder thereof, cease to exist and be cancelled by virtue of this Interest Exchange and the Acquiring Company shall own all of the Interests of the Acquired Company.

6. No Certificates. The Interests or Units of the Acquired Company are uncertificated.

7. Further Assurances. If at any time after the Effective Date, the Acquiring Company shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in the Acquiring Company, according to the terms hereof, the title to any property rights of the Acquired Company, the last acting managers of the Acquired Company, as the case may be, shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in the Acquiring Company, and otherwise carry out the purposes of this Agreement.

8. Approval By Managers and Members. This Agreement has been approved by the Board of Managers and at least a majority-in-interest of the Members of the Acquired Entity

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as required by the Act and the Operating Agreement. The approval of this Agreement by the Acquiring Company is not required under the Act.

9. **Effective Date.** The Interest Exchange between the Acquired Company and the Acquiring Company shall become effective upon the filing of the Articles of Interest Exchange in accordance with the Act (the "Effective Date").

10. **Covenants of Acquiring Company.** The Acquiring Company covenants and agrees that: (a) it will not amend its Articles of Organization prior to the Effective Date, and (b) it will not issue any of its Interests or any rights to acquire any such Interests prior to the Effective Date.

11. **Covenants of Acquired Company.** The Acquired Company covenants and agrees that: (a) it will not amend its Articles of Organization prior to the Effective Date, and (b) it will not issue additional Interests or any rights to acquire any such Interests prior to the Effective Date.

12. **Termination.** Notwithstanding anything contained herein or elsewhere to the contrary, this Agreement may be terminated and abandoned by the Board of Managers of either of the Constituent Entities at any time prior to filing of the Articles of Interest Exchange.

13. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute but one document. Facsimile or electronic signatures (including via email) shall be deemed originals for all purposes of this Agreement.

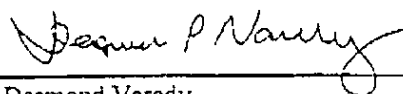
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IN WITNESS WHEREOF, each of the Constituent Entities caused this Agreement to be executed by its duly authorized officers on the date first set forth above.

ACQUIRED COMPANY:

**THE CORRIDOR GROUP HOLDINGS,
LLC, a Florida limited liability company**

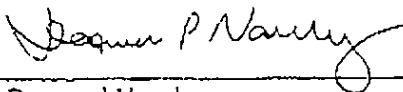
By: 

Name: Desmond Varady

Title: Chief Executive Officer

ACQUIRING COMPANY:

**TCG CORRIDOR HOLDINGS, LLC, a
Florida limited liability company**

By: 

Name: Desmond Varady

Title: Chief Executive Officer