

L220000000479

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

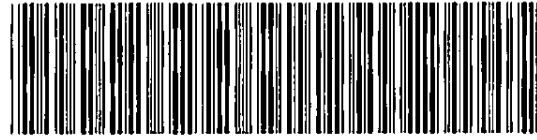
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



900378374419

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2021 DEC 29 AM 11:30


SECRETARY OF STATE
TALLAHASSEE, FL

CONFIRMED

2021 DEC 29 PM 4:03

TALLAHASSEE, FL

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195
REFERENCE : 354456 4814233
AUTHORIZATION : 
COST LIMIT : \$ 150.00

ORDER DATE : December 29, 2021
ORDER TIME : 2:49 PM
ORDER NO. : 354456-005
CUSTOMER NO: 4814233

DOMESTIC AMENDMENT FILING

NAME: BASISCODE TECHNOLOGIES LLC

EFFECTIVE DATE:

ARTICLES OF AMENDMENT/CONVERSION
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Eyllena Baker -- EXT#

EXAMINER'S INITIALS: _____

COVER LETTER

TO: New Filing Section
Division of Corporations

SUBJECT: BasisCode Technologies, LLC
(Name of Resulting Florida Limited Company)

The enclosed Articles of Conversion, Articles of Organization, and fees are submitted to convert an "Other Business Entity" into a "Florida Limited Liability Company" in accordance with s. 605.1045, F.S.

Please return all correspondence concerning this matter to:

Carlos I. Guillen
(Contact Person)

BasisCode Technologies, LLC
(Firm/Company)

200 Central Ave, 4th Floor
(Address)

St. Petersburg, FL, 33701
(City, State and Zip Code)

carlos.guillen@basiscode.com
E-mail Address: (to be used for future annual report notifications)

For further information concerning this matter, please call:

Nick Foreste at (404) 5045402
(Name of Contact Person) (Area Code) (Daytime Telephone Number)

Enclosed is a check for the following amount: (All checks processed by this office must be payable in US dollars and drawn on a bank located in the United States)

- \$150.00 Filing Fees (\$25 for Conversion & \$125 for Articles of Organization)
- \$155.00 Filing Fees and Certificate of Status
- \$180.00 Filing Fees and Certified Copy
- \$185.00 Filing Fees, Certified Copy, and Certificate of Status

Mailing Address:
New Filing Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
New Filing Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

FILED

2021 DEC 29 AM 11:30

SECRETARY OF STATE
TALLAHASSEE, FL

Articles of Conversion
For
"Other Business Entity"
Into
Florida Limited Liability Company

The Articles of Conversion **and attached Articles of Organization** are submitted to convert the following **"Other Business Entity" into a Florida Limited Liability Company** in accordance with s.605.1045, Florida Statutes.

1. The name of the "Other Business Entity" immediately prior to the filing of the Articles of Conversion is: BasisCode Technologies, LLC

(Enter Name of Other Business Entity)

2. The "Other Business Entity" is a limited liability company
(Enter entity type. Example: corporation, limited partnership, general partnership, common law or business trust, etc.)

First organized, formed or incorporated under the laws of Georgia
(Enter state, or if a non-U.S. entity, the name of the country)

on July 17, 2011
(date of organization, formation or incorporation)

3. The name of the Florida Limited Liability Company as set forth in the **attached Articles of Organization**:
BasisCode Technologies, LLC

(Enter Name of Florida Limited Liability Company)

4. If not effective on the date of filing, enter the effective date: _____

(The effective date: Cannot be prior to date of receipt or filed date nor more than 90 calendar days after the date this document is filed by the Florida Department of State.)

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.

5. The plan of conversion has been approved in accordance with all applicable statutes.

6. The "Converted or Other Business Entity" has agreed to pay any members having appraisal rights the amount to which such members are entitled under ss. 605.1006 and 605.1061-605.1072, F.S.

Signed this 27th day of December 2021.

Signature of Authorized Representative of Limited Liability Company:

Signature of Authorized Representative: _____

Carlos Guillen

Printed Name: Carlos Guillen

Title: President

Signature(s) on behalf of Other Business Entity: [See below for required signature(s)]

Signature: _____

Carlos Guillen

Printed Name: Carlos Guillen

Title: President

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____

If Florida Corporation:

Signature of Chairman, Vice Chairman, Director, or Officer.

If Directors or Officers have not been selected, an Incorporator must sign.

If Florida General Partnership or Limited Liability Partnership:

Signature of one General Partner.

If Florida Limited Partnership or Limited Liability Limited Partnership:

Signatures of ALL General Partners.

All others:

Signature of an authorized person.

Fees:

Articles of Conversion:	\$25.00
Fees for Florida Articles of Organization:	\$125.00
Certified Copy:	\$30.00 (Optional)
Certificate of Status:	\$5.00 (Optional)

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

BasisCode Technologies, LLC

(Must contain the words "Limited Liability Company," "L.L.C.," or "LLC.")

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

200 Central Ave.
4th Floor
St. Petersburg, FL 33701

Mailing Address:

200 Central Ave.
4th Floor
St. Petersburg, FL 33701

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Carlos Guillen
Name
200 Central Ave., 4th Floor
Florida street address (P.O. Box **NOT** acceptable)
St. Petersburg FL 33701
City Zip

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SECRETARY OF STATE
TALLAHASSEE, FL

FILED

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S.

DocuSigned by:
Carlos Guillen
99E042916883402
Registered Agent's Signature (REQUIRED)

(CONTINUED)

ARTICLE IV-

The name and address of each person authorized to manage and control the Limited Liability Company:

Title:

"AMBR" = Authorized Member

"MGR" = Manager

MGR

Name and Address:

Carlos Guillen

200 Central Ave., 4th Floor

St. Petersburg, FL 33701

(Use attachment if necessary)

ARTICLE V: Other provisions, if any.

SECRETARY OF STATE
TALLAHASSEE, FL

2021 DEC 29 AM 11:30

FILED

REQUIRED SIGNATURE:

Carlos Guillen

99EE45910093462...

Signature of a member or an authorized representative of a member

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Carlos I. Guillen

Typed or printed name of signee

Filing Fees

\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent

\$ 30.00 Certified Copy (Optional)

\$ 5.00 Certificate of Status (Optional)

**AMENDED AND RESTATED OPERATING AGREEMENT
OF
BASISCODE TECHNOLOGIES, LLC**

This Amended and Restated Operating Agreement (this "Agreement") of BasisCode Technologies, L.L.C. a Florida limited liability company (the "Company"), is entered into as of December 27, 2021 (the "Effective Date"), by and among the Company and Carlos Guillen (the "Member").

WHEREAS, the Company was originally formed as a Georgia limited liability company pursuant to the filing of an Articles of Organization on July 17, 2011 (the "Formation Date") with the Secretary of State of Georgia;

WHEREAS, the Company is wholly-owned as of the Effective Date by the Member;

WHEREAS, the Member deems it to be advisable and in the best interest of the Company to convert the Company from a Georgia limited liability company to a Florida limited liability company (the "Conversion"); and

WHEREAS, in connection with the Conversion, the Member deems it to be advisable and in the best interest of the Company to adopt this Agreement to govern the business and affairs of the Company and the relationships between the Members.

NOW, THEREFORE, in taking the foregoing into account, and in consideration of the respective covenants and agreements set forth herein, the Member, intending to be legally bound, hereby agrees as follows:

1. Name. The name of the Company is BasisCode Technologies, LLC.
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Florida Revised Limited Liability Company Act (the "Act").
3. Term. The term of the Company began on the Formation Date and shall continue until the Company is dissolved by act of the Members or by operation of law.
4. Principal Office Address. The address of the principal office address of the Company is 200 Central Avenue, 4th Floor, St. Petersburg, FL 33701.
5. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Florida is Carlos Guillen located at 200 Central Avenue, 4th Floor, St. Petersburg, FL 33701
6. Units; Member and Membership Interest Ownership. The Members' percentage interests in the income, gains, losses, deductions, voting rights and distributions, as may be affected by the terms of this Agreement, are referred to in this Agreement as "Interests." The Interests of the Members shall be represented by issued and outstanding "Units", which may be divided into one or more types, classes or series. The name of the Members and the number of Units held are set forth in Exhibit A, as amended from time to time in accordance with the terms of this Agreement.
7. Capital Contributions. The Members may contribute cash or other property to the Company from time to time in its sole discretion; provided, however, that the Members shall have no duty or obligation to make any capital contribution to the Company.

8. Management.

a. The business and affairs of the Company shall be managed by a board of managers (the "Board"), which shall initially be comprised of one manager, Carlos Guillen. All actions taken by the Board shall require the affirmative vote (whether by proxy or otherwise) of a majority of the managers then serving on the Board. The number of managers shall be fixed from time to time by the affirmative vote of the Members holding a majority of the then outstanding Units, and the Members can expand or contract the size of the Board at any time and for any reason with the vote of the Members holding a majority of the then outstanding Units. Each manager shall hold office until the earlier of such manager's death, disability, resignation or removal by the Members holding a majority of the then outstanding Units. All Board vacancies shall be filled, at any time and from time to time, by the Members holding a majority of the then outstanding Units. The Board may appoint such officers, hire such employees and engage such other agents of the Company as it may from time to time consider appropriate.

b. The officers of the Company (the "Officers") appointed by the Board shall have the power to do any and all acts necessary or convenient to, or for the furtherance of, the purposes described herein, including all powers, statutory or otherwise, possessed by the Board under the laws of the State of Florida and, to the extent the Board has delegated such power to officers, employees and other agents of the Company, such officers, employees and other agents shall have such power. The initial Officers are set forth below:

Carlos Guillen: President, Treasurer, and Secretary

9. Allocations of Profits and Losses. The Company's profits and losses shall be allocated to the Members pro rata in accordance with the Interests held by the Members as set forth on Exhibit A attached hereto.

10. Distributions. Distributions shall be made to the Members at the time and in the aggregate amounts determined by the Board in proportion to the number of Units held by such Members at the time of any such Distribution.

11. Certificates. The Units of the Members as provided on Exhibit A, shall be uncertificated unless otherwise determined by the Board.

12. Assignments. The Members may not assign, sell, transfer or otherwise dispose of, in whole or in part, its Units in the Company, without the consent of the Board.

13. Liability of Members. Neither the Board nor the Members shall have any liability for the obligations or liabilities of the Company except to the extent required by the Act or otherwise as set forth in an agreement executed by such person.

14. Indemnification; Exculpation.

a. *General.* The Company hereby agrees to indemnify and hold harmless any person (each an "Indemnified Person") to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment, substitution or replacement), against all expenses, liabilities and losses (including attorney fees and expenses, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such person (or one or more of such person's affiliates) by reason of the fact that such person is or was an officer, member or is or was serving as an officer, manager, director, principal, member, employee, agent or representative of the Company or is or was serving at the request of the Company as a managing member, manager, officer, director, principal, member, employee.

agent or representative of another corporation, partnership, joint venture, limited liability company, trust or other enterprise; provided that, unless the Board otherwise consents in writing, no Indemnified Person shall be indemnified for any expenses, liabilities and losses suffered that are attributable to actions or omissions by an Indemnified Person or its affiliates' (excluding, for purposes hereof, the Company's and its subsidiaries') breach of the implied covenant of good faith and fair dealing, fiduciary duty, gross negligence, willful misconduct, fraud, bad faith or knowing violation of law, in each case, as determined by a final judgment, order or decree or an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected) or for any present or future breaches of any representations, warranties or covenants by such Indemnified Persons or its affiliates' (excluding, for purposes hereof, the Company's and its subsidiaries'), employees, agents or representatives contained herein or in any other agreement with the Company; provided further that, unless the Board otherwise determines, no person shall be entitled to indemnification hereunder with respect to a proceeding initiated by such person. Expenses, including attorneys' fees and expenses, incurred by any such Indemnified Person in defending a proceeding (but not a proceeding initiated by such Indemnified Person, other than a proceeding to enforce such Indemnified Person's rights under this Section 14, shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person (in form and substance acceptable to the Board) to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company.

b. *Nonexclusivity of Rights.* The right to indemnification and the advancement of expenses conferred in this Section 14 shall not be exclusive of any other rights which any person may have or hereinafter acquire under any statute, agreement, law, vote of the Board or otherwise. The Board may grant any rights comparable to those set forth in this Section 14 to any employee, agent, or representative of the Company or such other Persons as it may determine.

c. *Limitation.* Notwithstanding anything contained herein to the contrary (including in this Section 14), any indemnity by the Company relating to the matters covered in this Section 14 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing or is found in a final decision by a court of competent jurisdiction to have personal liability on account thereof) shall have personal liability on account thereof or shall be required to make additional capital contributions to help satisfy such indemnity of the Company.

d. *Effect on Other Agreements.* Notwithstanding anything contained herein to the contrary, this Section 14 will not in any way affect, limit or modify any person's duties or obligations under any employment agreement, consulting agreement, management services agreement, confidentiality agreement, non-competition agreement, non-solicitation agreement, purchase agreement, sale agreement, promissory note or any similar agreement with the Company.

15. Amendment. This Agreement may be amended or modified only by a writing that makes reference to this Agreement and is signed by the Members.

16. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Florida, all rights and remedies being governed by said laws.

17. Bankruptcy of a Member. Any member of the Company, or any assignee who becomes a member of the Company, shall not cease to be a member of the Company upon the occurrence of any of the events set forth in the Act with respect to such member of the Company and shall continue to be a member of the Company until such time as such member's Units are effectively assigned or transferred.

18. Entire Agreement. This Agreement embodies the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

* * * * *

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the date first set forth above.

COMPANY:

BASISCODE TECHNOLOGIES, LLC, a Florida limited liability company

DocuSigned by:
Carlos Guillen
By: _____
Name: Carlos Guillen
Title: President

MEMBER:

DocuSigned by:
Carlos Guillen
By: _____
Name: Carlos Guillen

Exhibit A

Member Schedule

<u>Member</u>	<u>Units</u>	<u>Percent Ownership</u>
Carlos I. Guillen 200 Central Avenue 4th Floor St. Petersburg, FL 33701	5,000,000	100.0%
Total	100	100.00%

**JOINT WRITTEN CONSENT OF
THE SOLE MANAGER AND THE MEMBER
OF
BASISCODE TECHNOLOGIES, LLC**

Effective as of December 27, 2021, the undersigned, being the sole manager (the "Manager") and the sole member (the "Member") of BasisCode Technologies, LLC, a Georgia limited liability company (the "Company"), pursuant to the Georgia Limited Liability Company Act (the "Georgia Act"), in lieu of a meeting, does hereby: (i) consent to and adopt the following written resolutions in lieu of a joint meeting, which shall have the same force and effect as a vote taken at a duly called and held meeting of the Manager and the Member; (ii) waive all requirements of notice; and (iii) direct that this written consent (this "Consent") be filed with the minutes of the proceedings of the Manager and the Member.

1. Approval of Plan of Conversion and Adoption of Articles of Organization

WHEREAS, the Company desires to convert from a Georgia limited liability company to a Florida limited liability company (the "Conversion") in accordance with Section 14-11-906 of the Georgia Act and Chapter 605.1045 of the Florida Revised Limited Liability Company Act (the "Florida Act"); and

WHEREAS, the Manager and the Member have determined that it is in the best interests of the Company and the Member to adopt the Plan of Conversion in the form attached hereto as **Exhibit A** (the "Plan of Conversion"), whereby as of the Effective Time (as defined therein), the Company shall effect the Conversion (as so converted, the Company is referred to as "BasisCode Technologies Florida", and prior to the Conversion, the Company is referred to as "BasisCode Technologies Georgia") by filing (a) the Certificate of Conversion in substantially the form attached hereto as **Exhibit B** (the "Georgia Certificate of Conversion") with the Secretary of State of the State of Georgia (the "Georgia Secretary of State") and (b)(i) the Certificate of Conversion in substantially the form attached hereto as **Exhibit C** (the "Florida Certificate of Conversion") and (b)(ii) the Articles of Organization in substantially the form attached hereto as **Exhibit D** (the "Articles") with the Secretary of State of the State of Florida (the "Florida Secretary of State"), with the Articles becoming the Articles of BasisCode Technologies Florida following the Effective Time.

NOW THEREFORE BE IT RESOLVED, that the Manager and the Member have received and reviewed the terms of the Conversion, the Plan of Conversion and the transactions contemplated thereby, and hereby approve and adopt the Conversion, the Plan of Conversion, the Georgia Certificate of Conversion, the Florida Certificate of Conversion and Articles;

FURTHER RESOLVED, that the officers of the Company (the "Authorized Officers") hereby are, and each of them acting individually hereby is, authorized and directed to take all necessary action required or desirable to execute and file the Georgia Certificate of Conversion with the Georgia Secretary of State, and the Florida Certificate of Conversion and Articles with the Florida Secretary of State, with such non-material amendments or changes thereto as the Authorized Officers, or any of them, so acting may approve, such approval to be conclusively evidenced by one or more of such Authorized Officers' execution and delivery of the same;

FURTHER RESOLVED, that immediately following the Effective Time, Carlos Guillen shall be the Manager of BasisCode Technologies Florida, until the earlier of his resignation or removal:

FURTHER RESOLVED, that pursuant to the Georgia Act and the Florida Act, as of the Effective Time, all of the assets, properties, liabilities and obligations of the Company shall continue as and be the assets, properties, liabilities and obligations of BasisCode Technologies Florida; and

FURTHER RESOLVED, that any act taken or done by the Authorized Officers to facilitate the transactions contemplated by these resolutions is hereby approved, adopted, ratified and confirmed, and the Authorized Officers are authorized to take and to do such further acts and deeds, and to execute and deliver for and in the name of the Company, such other documents, papers and instruments as are necessary, appropriate, advisable or required in order to effectuate the purpose and intent of these resolutions and the taking of any such acts and deeds, including but not limited to, the filing of the Georgia Certificate of Conversion with the office of the Georgia Secretary of State, and the filing of the Florida Certificate of Conversion and Articles with the office of the Florida Secretary of State, and the execution and delivery of any such documents, papers and instruments is hereby ratified and approved.

2. Amended and Restated Operating Agreement

WHEREAS, immediately following the Conversion, the Member desires to amend and restate the Company's Operating Agreement, dated as of June 3rd, 2014 (the "Initial Agreement"), by way of adoption of that certain Amended and Restated Operating Agreement in substantially the form attached hereto as **Exhibit E** (the "A&R Operating Agreement");

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of the A&R Operating Agreement be, and hereby are, approved and adopted in all respects:

FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed to execute, acknowledge and deliver the A&R Operating Agreement, in the name and on behalf of the Company, with such changes, amendments, or modifications with respect thereto as such officers may deem necessary or advisable, the approval of any such changes to be conclusively evidenced by such officers' signatures thereon; and

FURTHER RESOLVED, that the Authorized Officers be, and each hereby is, authorized and directed to take any and all actions, execute any and all documents, agreements and instruments, make any and all filings and expenditures, certify and attest to any instruments and documents, and take any and all steps deemed by them to be necessary, desirable or appropriate in order to carry out the purpose and intent of and to consummate any of the actions contemplated by any of the foregoing resolutions in the name of and on behalf of the Company.

3. General Authority

RESOLVED, that the Authorized Officers be, and each hereby is, authorized, empowered and directed to do and perform, or cause to be done and performed, all such other acts, deeds and things, including the expenditure of reasonable monies, and to negotiate, make, execute, deliver, or cause to be made, executed, delivered and recorded, all such agreements, undertakings, documents, instruments and

certificates in the name and on behalf of the Company or otherwise as such Authorized Officers may deem necessary, appropriate or desirable to effect the transactions contemplated herein, and to otherwise carry out fully the purpose and intent of the foregoing resolutions:

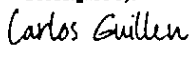
FURTHER RESOLVED, that any and all actions heretofore taken by any of the Authorized Officers with respect to the transactions contemplated by the resolutions set forth above are hereby confirmed, ratified and approved; and

FURTHER RESOLVED, that the signatures to this Consent shall be effective upon the execution hereof by the Manager and the Member and may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Consent, and which may be delivered via facsimile or email correspondence and such signatures may be relied upon, and shall have the same force and effect, as the originals of such signatures.

[Signature page follows]

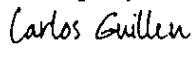
IN WITNESS WHEREOF, the undersigned have executed this Consent to be effective as of the date first set forth above.

SOLE MANAGER:

DocuSigned by:

99EC458188334C2 ...

Carlos Guillen

SOLE MEMBER:

DocuSigned by:

99EC458188334C2 ...

Carlos Guillen

Exhibit A

Plan of Conversion

[See attached]

Exhibit B

Georgia Certificate of Conversion

[See attached]

Exhibit C

Florida Certificate of Conversion

[See attached]

Exhibit D

Florida Articles of Organization

[See attached]

PLAN OF CONVERSION
of
BASISCODE TECHNOLOGIES, LLC,
a Georgia limited liability company
to
BASISCODE TECHNOLOGIES, LLC,
a Florida limited liability company

THIS PLAN OF CONVERSION ("Plan of Conversion") is made and entered into as of December 27, 2021 by BASISCODE TECHNOLOGIES, LLC, a Georgia limited liability company (the "Converting Company").

WITNESSETH:

WHEREAS, the Converting Company is a limited liability company duly organized and validly existing under the laws of the State of Georgia;

WHEREAS, effective as of the filing of the certificate of conversion (as defined in Section 1 below), the Converting Company desires to convert (the "Conversion") to a limited liability company duly organized and validly existing under the laws of the State of Florida under the name "BasisCode Technologies, LLC", a Florida limited liability company (the "Converted Company"); and

WHEREAS, this Plan of Conversion has been approved by the all of the members and the manager of the Converting Company in accordance with the Georgia Limited Liability Company Act, O.C.G.A § 14-11-100 et seq. (the "Georgia Act").

NOW, THEREFORE, the Converting Company hereby adopts the following Plan of Conversion:

1. Conversion to a Florida Limited Liability Company. The Converting Company shall be converted into the Converted Company duly organized under the laws of the State of Florida upon the filing of (a) a Certificate of Conversion with the Secretary of State of the State of Georgia in the form attached hereto as **Exhibit A** (the "Georgia Certificate of Conversion"). (b) a Certificate of Conversion with the Secretary of State of the State of Florida in the form attached hereto as **Exhibit B** (the "Florida Certificate of Conversion"). and Articles of Organization with the Secretary of State of the State of Florida in the form attached hereto as **Exhibit C** (the "Articles"). The time of such filing shall be referred to as the "Effective Time". Following the Conversion, the Converted Company will be governed by the Florida Revised Limited Liability Company Act, Chapter 605 Florida Statutes (the "Florida Act").

2. Certificate of Formation. Following the Effective Time, the Articles shall be the certificate of formation of the Converted Company.

3. Limited Liability Company Agreement. The prior operating agreement of the Converting Company in effect as of the Effective Time shall be amended and restated in its entirety by the Amended and Restated Operating Agreement attached hereto as **Exhibit D** which shall be the limited liability agreement (the "LLC Agreement") of the Converted Company immediately following the Effective Time.

4. Manager and Officers. Following the Conversion, the sole Manager of the Converted Company shall be: Carlos Guillen.

5. Membership Interests. All of the limited liability company interests of the Converting Company shall remain owned and held of record by the members of Converting Company as of the Effective Time, and shall continue to have the rights set forth in the LLC Agreement.

6. Service of Process. The Converted Company consents to be sued and served with process in the State of Georgia, and irrevocably appoints the Secretary of State of the State of Georgia as agent of the Converted Company to accept service of process in the State of Georgia to enforce against the Converted Company any obligation of the Converting Company or to enforce the rights of a dissenting member of the Converting Company.

7. Effect of Conversion. The Conversion shall have the effects as provided in the Georgia Act and the Florida Act and, to the extent not inconsistent with the provisions thereof, this Plan of Conversion.

8. Transact Business in Georgia. The Converted Company has no intent to transact business in the State of Georgia.

9. Abandonment. This Plan of Conversion may be abandoned at any time prior to the filing of the Florida Certificate of Conversion upon approval by and at the discretion of all of the members of the Converting Company and the Converted Company.

DocuSigned by:

Carlos Guillen

92C492186334C2
Carlos Guillen, Manager and Member

EXHIBIT A

Georgia Certificate of Conversion

(Attached)

EXHIBIT B

Florida Certificate of Conversion

(Attached)

EXHIBIT C

Articles of Organization

(Attached)

EXHIBIT D

Amended and Restated Operating Agreement

(Attached)

**CERTIFICATE OF CONVERSION
OF
BASISCODE TECHNOLOGIES, LLC,
a Georgia limited liability company
to
BASISCODE TECHNOLOGIES, LLC,
a Florida limited liability company**

**From a Georgia Limited Liability Company to a Florida Limited Liability Company
Pursuant to Section 14-11-906 of the Georgia Limited Liability Company Act and
Section 605.1045, F.S. of the Florida Limited Liability Company Act**

Dated as of December 27, 2021

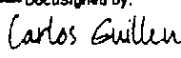
In connection with the conversion of BasisCode Technologies, LLC, a Georgia limited liability company (the "Pre-Conversion LLC"), into BasisCode Technologies, LLC, a Florida limited liability company (the "Post-Conversion LLC"), the undersigned hereby certifies as follows:

1. The jurisdiction where the Pre-Conversion LLC was first formed, and its jurisdiction of organization immediately prior to the filing of this Certificate of Conversion, is the State of Georgia.
2. The date on which the Pre-Conversion LLC was first formed is July 17, 2011.
3. The name of the Pre-Conversion LLC immediately prior to the filing of this Certificate of Conversion is BasisCode Technologies, LLC.
4. The name of the Post-Conversion LLC is BasisCode Technologies, LLC.
5. The Pre-Conversion LLC is being converted into the Post-Conversion LLC pursuant to Section 14-11-906 of the Georgia Limited Liability Company Act (the "Georgia Act") and Section 605.1045, F.S of the Florida Limited Liability Company Act (the "Conversion").
6. A plan of conversion was adopted and approved in accordance with the Pre-Conversion LLC's governing documents and as required under Section 14-11-906(c) of the Georgia Act and Section 605.1045, F.S of the Florida Act.
7. The effective date of the Conversion shall be the date and time this Certificate of Conversion is filed with the Secretary of State of the State of Georgia or the date and time a certificate of conversion and certificate of formation are filed with the Secretary of State of the State of Florida, whichever is later.
8. The authority of the Pre-Conversion LLC's registered agent to accept service in Georgia on its behalf is revoked as of the effective time of the conversion. The Secretary of State of the State of Georgia is irrevocably appointed as the Post-Conversion LLC's agent for service of process on the Post-Conversion LLC in any proceeding to enforce an obligation of the Pre-Conversion LLC arising prior to the effective time of such conversion (including the rights, if any, of dissenting members).
9. The address of the principal office of the Post-Conversion LLC is 200 Central Ave. 4th Floor, St. Petersburg, FL, 33701, and copies of any process served on the Secretary of State of the State of Georgia shall be sent to such mailing address. The Secretary of State of the State of Georgia shall be notified of any change in the Post-Conversion LLC's mailing address.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Conversion to be executed as of the date first set forth above.

BASISCODE TECHNOLOGIES, LLC

DocuSigned by:

By: _____
Name: Carlos Guillen
Title: Manager