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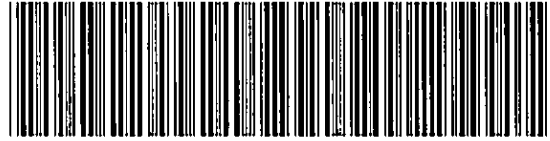
(Business Entity Name)

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CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312

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Name:	The J. Albertson Group, LLC
Document #:	
Order #:	14220633

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Amount: \$ 180.00

Thank you!

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

These 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 § 605.1045, Florida Statutes.

1. The name of the "Other Business Entity" immediately prior to the filing of the Articles of Conversion is: The J. Albertson Group, Inc. **P14-87288**

2. The J. Albertson Group, Inc. (the "Other Business Entity") is a corporation that was incorporated under the laws of Florida on October 23, 2014

3. The name of the Florida Limited Liability Company as set forth in the attached Articles of Organization is: The J. Albertson Group, LLC

4. These Articles of Conversion shall be effective on the date of filing.

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 §§ 605.1006 and 605.1061-605.1072, Florida Statutes

Signature of Authorized Representative of Limited Liability Company:



Jason Bishara

Title: Manager of The J. Albertson Group, LLC

Date signed: **1/1/2022**

Signature on behalf of Other Business Entity:



Jason Bishara

Title: President of The J. Albertson Group, Inc.

Date signed: **1/1/2022**

FILED
2022 MAR 18 AM 11:17
SHALLAHAM, FL

**ARTICLES OF ORGANIZATION
OF
THE J. ALBERTSON GROUP, LLC
(A Florida Limited Liability Company)**

FILED
2022 MAR 18 AM 11:17
TALLAHASSEE, FL

Pursuant to Florida Statutes § 605.0201, the undersigned hereby submits the following Articles of Organization of The J. Albertson Group, LLC, for the purpose of forming a limited liability company under the laws of the State of Florida.

**ARTICLE I
NAME**

The name of the limited liability company is "The J. Albertson Group, LLC" (the "Company").

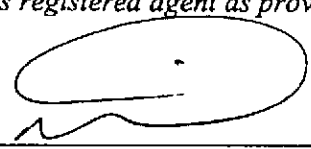
**ARTICLE II
ADDRESS**

The street and mailing address of the Company's principal office is 130 S. Indian River Drive, Suite 202, Fort Pierce, Florida 34950.

**ARTICLE III
REGISTERED AGENT**

The name of the initial registered agent of the Company is Jason Bishara and the street address of the Company's initial registered agent is 130 S. Indian River Drive, Suite 202, Fort Pierce, Florida 34950.

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.



Jason Bishara
Registered Agent

FILED
2022 MAR 18
TALLAHASSEE, FL

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization
this ____ day of December, 2021.

AUTHORIZED REPRESENTATIVE

A handwritten signature in black ink, consisting of a large, loopy 'J' followed by a horizontal line and a small flourish.

Jason Bishara, Member

AGREEMENT AND PLAN OF CONVERSION

THIS AGREEMENT AND PLAN OF CONVERSION is dated as of the 31st day of December 2021, and is entered into by and between The J. Albertson Group, Inc., a Florida corporation (the "Corporation"), and Jaisin Acquisition, LLC, a Florida limited liability company (the "Shareholder").

RECITALS

WHEREAS, the Corporation and the Shareholder believe it is in its best interests of the Corporation to convert from a Florida corporation into a Florida limited liability company pursuant to Section 605.1041 of the Florida Revised Limited Liability Company Act (the "FL Act") and Section 607.1112 of the Florida Business Corporation Act.

WHEREAS, the parties desire to set forth their agreements and understandings herein.

NOW THEREFORE, in consideration of the mutual representations, agreements and undertakings herein, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto intending to be legally bound agree as follows:

ARTICLE I

THE CONVERSION

1.1 The Conversion. Upon the terms and subject to the conditions hereof, and in accordance with applicable law, at the Effective Time (as defined in Section 1.2), the Corporation shall be converted (the "Conversion") into a Florida limited liability company to be called "The J. Albertson Group, LLC" (the "LLC"). The LLC shall be the sole continuing entity and shall be governed by the laws of the State of Florida.

1.2 Effective Time of the Conversion. The parties hereto shall cause articles of conversion, substantially in the form attached hereto as Exhibit "A" (the "Articles of Conversion"), to be filed with the office of the Secretary of State of the State of Florida in accordance with the applicable provisions of the FL Act. When used herein, the term "Effective Time" shall mean the time when the Articles of Conversion has been filed with the Secretary of State of the State of Florida, or such later date or time as may otherwise be specified therein.

1.3 Effect of the Conversion. The Conversion shall, from and after the Effective Time, have all of the effects provided by the FL Act. Without limiting the generality of the foregoing, from and after the Effective Time, the LLC shall possess all of the rights, privileges, immunities, franchises, and powers of the Corporation; all property, real, personal, and mixed, all contract rights, and all debts due to such Corporation, as well as all other choses in action, and each and every other interest of or belonging to or due to the Corporation, shall be taken and deemed to be vested in the LLC without further act or deed; and the title to any real estate, or any interest therein, vested in the Corporation shall not revert or be in any way impaired by reason of such Conversion; and none of such items shall be deemed to have been conveyed, transferred, or assigned by reason of such Conversion for any purpose. From and after the Effective Time, the LLC shall be responsible and liable for all the liabilities and obligations of the Corporation, and

any claim existing or action or proceeding pending by or against the Corporation may be prosecuted as if such Conversion had not become effective. Neither the rights of creditors nor any liens upon the property of the Corporation shall be impaired by such Conversion. If at any time after the Effective Time, any further action is deemed necessary or desirable to carry out the purposes hereof, then the parties hereto agree that the LLC and its proper managers, officers and members shall be authorized to take, and shall take, any and all such action.

1.4 Tax Treatment of the Conversion. It is the intent of the Corporation that the transactions contemplated herein are adopted and approved as a plan of reorganization of the Corporation within the provisions of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "Code"). Immediately prior to the Conversion, the Corporation will be treated as a "qualified subchapter S subsidiary" within the meaning of Section 1361(b)(3)(B) of the Code, and the Conversion is intended to be a nontaxable event for U.S. federal and applicable state income tax purposes.

ARTICLE II

THE LLC

2.1 Articles of Organization. The Articles of Organization, substantially in the form attached hereto as Exhibit "B," shall be the Articles of Organization of the LLC after the Effective Time, unless and until thereafter changed or amended as provided therein or by the provisions of the FL Act.

2.2 Operating Agreement. The Operating Agreement, in substantially the form attached hereto as Exhibit "C," shall be the operating agreement of the LLC (the "Operating Agreement"), unless and until thereafter changed or amended as provided therein or by applicable law. The approval of the Conversion and the execution of this Agreement and Plan of Conversion will be deemed to be execution of the Operating Agreement by such applicable persons.

2.3 Officers. The officers of the Corporation immediately prior to the Effective Time shall be the officers of the LLC, until the earlier of their resignations or the time that their successors are duly elected or appointed and qualified or until otherwise provided by law or by the Operating Agreement.

ARTICLE III

INTERESTS

3.1 Interests. As of the Effective Time, by virtue of the Conversion and without any action on the part of any person or entity, including the Shareholder, any director or officer of the Corporation or any member or manager of the LLC, each issued and outstanding share of capital stock of the Corporation shall be converted into one (1) membership interest in the LLC.

3.2 No Further Rights. From and after the Effective Time, holders of shares of capital stock of the Corporation, all of which are uncertificated, shall cease to have any rights as shareholders of the Corporation and shall have only such rights as provided herein or by law.

3.3 Closing of Corporation's Transfer Books. At the Effective Time, the stock transfer books of the Corporation shall be closed and no transfer of shares of capital stock of the Corporation shall be made thereafter.

ARTICLE IV

MISCELLANEOUS

4.1 Termination. This Agreement and Plan of Conversion may be terminated and the Conversion abandoned at any time prior to the Effective Time by determination of the Board of Directors of the Corporation.

4.2 Amendment. This Agreement and Plan of Conversion may be amended by the Corporation and the Shareholder at any time prior to the Effective Time, subject to the limitations set forth in the applicable law.

4.3 Adoption. This Agreement and Plan of Conversion has been duly adopted and approved by the Board of Directors and the sole Shareholder of the Corporation pursuant to the provisions of Section 607.1112 of the Florida Business Corporation Act.

4.4 Further Actions. The Corporation hereby stipulates that it shall cause to be executed and filed and/or recorded any document or documents prescribed by the FL Act, and that it shall cause to be performed all necessary acts therein and elsewhere to effectuate the Conversion subject, however, to any provision or provisions contained herein for abandoning or amending this Agreement and Plan of Conversion.

4.5 Governing Law. This Agreement and Plan of Conversion shall be governed in all respects by the laws of the State of Florida (without giving effect to the provisions thereof relating to conflicts of law).

4.6 Counterparts. This Agreement and Plan of Conversion may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute a single agreement. The parties may deliver executed signature pages to this Agreement and Plan of Conversion by facsimile or e-mail transmission. Neither party may raise as a defense to the Conversion or the enforceability of this Agreement and Plan of Conversion (and each party forever waives any such defense) based on either (i) the use of a facsimile or email transmission to deliver a signature or (ii) the fact that any signature was signed and subsequently transmitted by facsimile or email transmission.

4.7 Successors and Assigns; Entire Agreement. The provisions of this Agreement and Plan of Conversion shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement and Plan of Conversion shall constitute the entire understanding between the parties with respect to the subject matter hereof.


4.8 Expenses of Conversion. The Company may, in its sole and absolute discretion, pay all expenses incurred in connection with the implementation of this Plan including, but not limited to, any consulting, professional and other fees and expenses of persons providing services to the Company.

4.9 Further Assurances. Each party further agrees to use its reasonable best efforts to ensure that the purposes of this Agreement and Plan of Conversion (and any related documents and agreements referred to herein) are realized and to take such further actions or steps, and execute and deliver (and, as appropriate, file) such further documents, certificates, instruments and agreements, as are reasonably necessary to implement the provisions of this Agreement and Plan of Conversion.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Conversion on the date first above written.

THE J. ALBERTSON GROUP, INC
a Florida corporation

By: 
Jason Bishara

SHAREHOLDER:

JAISIN ACQUISTION, LLC, a Florida limited liability company


By: 
Jason Bishara, Manager

EXHIBIT A
ARTICLES OF CONVERSION

EXHIBIT B
ARTICLES OF ORGANIZATION

EXHIBIT C
OPERATING AGREEMENT