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CIVIL DIVISION

MAY 18 2016

C LEWIS



Wendy Stoneman
Wendy.Stoneman@ofplaw.com
Direct: 703-218-2328

May 10, 2016

Division of Corporations
Registration Section
P.O. Box 6327
Tallahassee, FL 32314

Re: Articles of Merger of Data Meaning Holdings, LLC merging into Data Meaning Services Group Inc.

Dear Madam or Sir:

On behalf of Data Meaning Holdings, LLC, a Florida limited liability company (the "**Company**"), please find the following enclosed for filing:

1. Cover Letter from FL Form CR2E080;
2. The Company's Articles of Merger designating its merger into Data Meaning Services Group Inc.; and
3. My firm check made payable to the Florida Department of State in the amount of \$60 for the filing fees which includes \$25 for the limited liability company and \$35 for the corporation which are parties to the merger.

I am also enclosing a return self-addressed prepaid envelope to return any confirmation of filing.

If you have any questions or need anything further, then please give me a call.

Very truly yours,

A handwritten signature in cursive script that reads 'Wendy Stoneman'.

Wendy Stoneman

Enclosures

cc: Mr. Caio C. Gouveia
Mr. Marvin Mayorga
Wayne M. Zell, Esquire
Benjamin J. Kinder, Esquire

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Data Meaning Services Group Inc.
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Wendy Stoneman
Contact Person

Odin, Feldman & Pittleman, PC
Firm/Company

1775 Wiehle Avenue, Suite 400
Address

Reston, VA 20190
City, State and Zip Code

wendy.stoneman@ofplaw.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Wayne M. Zell at (703) 218-2177
Name of Contact Person Area Code Daytime Telephone Number

☐ Certified copy (optional) \$30.00

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

16 MAY 13 AM 10:59

ARTICLES OF MERGER
of
DATA MEANING HOLDINGS, LLC,
a Florida Limited Liability Company
into
DATA MEANING SERVICES GROUP INC.,
a Florida S Corporation

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In accordance with Sections 605.1025 and 607.1109 of the Florida Statutes, the following Articles of Merger are submitted to merge the above-named entities:

- First:** The "*Merging Party*" is DATA MEANING HOLDINGS, LLC, a Florida limited liability company treated as a "Subchapter S Corporation" for income tax purposes.
- Second:** The "*Surviving Party*" is DATA MEANING SERVICES GROUP INC., a Florida corporation treated as an "Qualified Subchapter S Subsidiary" of the Merging Party for income tax purposes.
- Third:** The Agreement and Plan of Merger ("*Plan of Merger*") is attached hereto as Exhibit A.
- Fourth:** The Plan of Merger was adopted by the unanimous written consent of the Surviving Party's shareholders and its board of directors on May 9, 2016.
- Fifth:** The Plan of Merger was adopted by the unanimous written consent of the Merging Party's members and its managers on May 9, 2016.
- Sixth:** The effective date of the merger is the date of filing the certificate of merger.
- Seventh:** Signatures of an authorized representative for each party:

DATA MEANING HOLDINGS, LLC

DATA MEANING SERVICES GROUP INC.

By: _____

Marvin Mayorga, Member & Manager

By: _____

Caio C. Gouveia, CEO

FILED
SECRETARY OF STATE
CIVIL DIVISION

16 MAY 13 AM 10:59

Exhibit A

Agreement and Plan of Merger

(see attached)

16 MAY 13 AM 10:59

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "*Agreement*") is made and entered into effective as of May 9, 2016, by and between **DATA MEANING HOLDINGS, LLC**, a Florida limited liability company (the "*Merging Company*"), and **DATA MEANING SERVICES GROUP INC.**, a Florida corporation and wholly-owned subsidiary of the Merging Company (the "*Surviving Company*"). This Agreement collectively refers to the Merging Company and the Surviving Company as the "*Constituent Companies*."

RECITALS

- R-1** The Surviving Company is a wholly-owned subsidiary of the Merging Company.
- R-2** Marvin Mayorga owns 50% of the membership interests of the Merging Company.
- R-3** Caio C. Gouveia owns 50% of the membership interests of the Merging Company.
- R-4** The Constituent Companies wish to combine their assets and operations into one corporation to take advantage of planned efficiencies and to reduce expenses and redundancies.
- R-5** The shareholders and directors of the Surviving Company and the members and managers of the Merging Company desire that the Merging Company be merged with and into the Surviving Company under the terms and conditions set forth in this Agreement and in accordance with the laws of the State of Florida.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, and the above Recitals, which are hereby incorporated into this Agreement by this reference, the Constituent Companies agrees as follows:

Article 1 **Merger**

Under the laws of the State of Florida, and subject to and in accordance with the terms of this Agreement, as of the Effective Time (as defined later in this Agreement), the Merging Company will be merged with and into the Surviving Company (the "*Merger*"), and the Surviving Company will continue its limited liability company existence following the Merger. The separate existence of the Merging Company will cease as of the Effective Time, except insofar as it may be continued by law or in order to carry out the purposes of this Agreement and except as continued in the Surviving Company.

Following the full execution of this Agreement, the Surviving Company will file Articles of Merger with the Florida Secretary of State that satisfies Section 605.1025 of the Florida Revised Limited Liability Company Act and Section 607.1109 of the Florida Business Corporation Act.

All of the shareholders and directors of the Surviving Company and the members and managers of the Merging Company are parties to this Agreement, and hereby adopt and approve the Merger in accordance with the terms and conditions contained in this Agreement, and by signing

this Agreement waive notice of the time, place and purpose of any meeting required to be held in order to approve the Merger in accordance with the laws of the State of Florida, and are approving the Merger by signing this Agreement in lieu of any meeting.

Article 2

Effective Time of the Merger

The "**Effective Time**" of the Merger will be the date on which the Certificate of Merger is issued by the Florida Secretary of State. This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time by the mutual consent in writing of the Constituent Companies.

Article 3

Governing Law; Articles of Incorporation

The laws which are to govern the Surviving Company following the Merger are the laws of the State of Florida. The Articles of Incorporation, as amended, of the Surviving Company will remain in effect as of the Effective Time until the same will otherwise be further amended in accordance with Florida law.

Article 4

Bylaws

The Bylaws of the Surviving Company will be amended and restated as of the Effective Time and will be in the same form as the Amended and Restated Bylaws attached to this Agreement as Exhibit 1, which is incorporated into and made a part of this Agreement by this reference. As of the Effective Time, the Operating Agreement of the Merging Company will terminate and be of no further force and effect.

Article 5

Directors

The Directors of the Surviving Company immediately after the Effective Date will be Caio C. Gouveia and Marvin Mayorga. Such persons will serve in such capacities for the terms provided in the Surviving Company's Amended and Restated Bylaws or until their respective successors are elected and qualified.

Article 6

Effect of the Merger

As of the Effective Time, the Surviving Company will succeed to, without other transfer, and will possess and enjoy, all the rights, privileges, immunities, and powers both of a public and a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Companies, and all property, real, personal and mixed, and all debts due to either of the Constituent Companies on whatever account, for membership interest or stock subscriptions as well as for all other things in action or belonging to each of the Constituent Companies, will be vested by operation of law in the Surviving Company, and the title to any real estate vested by deed or otherwise in either of the Constituent Companies will become the property of the Surviving

Company and will not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either of the Constituent Companies will be preserved unimpaired, as of the Effective Time, and all debts, liabilities and duties of the Constituent Companies, respectively, will attach to the Surviving Company and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by the Surviving Company.

Article 7 **Method of Conversion**

The manner and basis of converting the membership interests of the Merging Company into stock of the Surviving Company are as follows:

- (a) As of the Effective Time, Caio C. Gouveia, a member of the Merging Company, will exchange all of his membership interests in the Merging Company for corresponding stock in the Surviving Company, such that following the Merger he will own 50 shares of the stock of the Surviving Company.
- (b) As of the Effective Time, Marvin Mayorga, a member of the Merging Company, will exchange all of his membership interests in the Merging Company for corresponding stock in the Surviving Company, such that following the Merger he will own 50 shares of the stock of the Surviving Company.
- (c) As of the Effective Time, all membership interests of the Merging Company will be cancelled and will cease to exist.

Article 8 **Reorganization Transaction**

As of the date of this Agreement, the Merging Company is taxed as a "Subchapter S Corporation" for income tax purposes, and the Surviving Company is taxed as a "Qualified Subchapter S Subsidiary" of the Merging Company for income tax purposes.

This Agreement is intended to constitute a "plan of reorganization" within the meaning of Treasury Regulation Section 1.368-2(g), and the transactions contemplated by this Agreement are intended to constitute a "**Reorganization**," within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "**Code**"), specifically Code Section 368(a)(1)(F). The Constituent Companies are each a "party to the reorganization" under Code Section 368(b). It is intended that the Merging Company's "Subchapter S Corporation" election will continue with respect to the Surviving Company after the Merger.

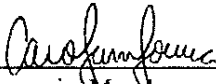
Article 9
Miscellaneous

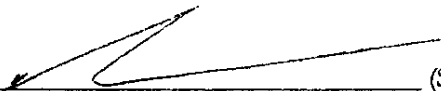
From time to time, as and when required by the Surviving Company or by its successors and assigns, there will be executed and delivered on the Merging Company's behalf such deeds and other instruments, and there will be taken or caused to be taken by it all such further and other action as may be appropriate, necessary, or advisable in order to vest, perfect or confirm, of record or otherwise, in the Surviving Company the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Merging Company and otherwise to carry out the purposes of this Agreement. The Surviving Company's Managers and officers, any of whom may act, are fully authorized in the Merging Company's name and on its behalf or otherwise to take any and all such action to execute and deliver any and all such deeds and other instruments. This Agreement constitutes the final, entire and exclusive agreement among the parties regarding the subject matter of this Agreement, and no representations, inducements or agreements, oral or otherwise, not contained herein regarding the subject matter of this Agreement will have any force or effect. The language used in this Agreement is deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any person. While the parties intend and expect that all provisions of this Agreement are enforceable and valid, to the extent any provision hereof is deemed unenforceable, all other provisions will continue to be fully enforceable as if the unenforceable or invalid provisions were absent. This Agreement will be interpreted in accordance with the internal laws of the State of Florida. This Agreement is effective only when signed by all signatories, and will be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, successors, and permitted assigns. A facsimile, telecopy, PDF or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

[Signatures Appear on the Following Page.]

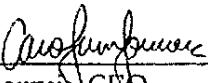
IN WITNESS WHEREOF, the Constituent Companies have caused this Agreement to be executed under seal by their duly authorized representative as of the date first above written.

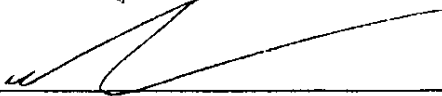
DATA MEANING HOLDINGS, LLC,
a Florida limited liability company and sole owner of
Data Meaning Services Group Inc.

By:  (SEAL)
Caio C. Gouveia, Member and Manager

By:  (SEAL)
Marvin Mayorga, Member and Manager

DATA MEANING SERVICES GROUP INC.,
a Florida corporation

By:  (SEAL)
Caio C. Gouveia, CEO

By:  (SEAL)
Marvin Mayorga, Managing Partner

16 MAY 13 AM 11:00
DATA MEANING SERVICES
GROUP INC.

EXHIBIT 1

Amended and Restated Bylaws of Surviving Company

(see attached)

FILED
SECRETARY OF STATE
CIVIL DIVISION
16 MAY 13 AM 10:59

**2016 AMENDED AND RESTATED BYLAWS
OF
DATA MEANING SERVICES GROUP INC.**

**ARTICLE I
Offices**

Section 1. Principal Office. The principal office of the Corporation shall be in Boca Raton, Florida.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Florida as the Board of Directors may *from time to time determine* or the business of the Corporation may require.

**ARTICLE II
Shareholder Meetings**

Section 1. Annual Meeting. The annual meeting of the Shareholders for the election of Directors and the transaction of such other business as may properly come before it will be held each year at a time and place designated by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Shareholders may be requested by the CEO, the Board of Directors, or the holders of a majority of the outstanding voting shares.

Section 3. Place of Meeting. The annual and special meetings of Shareholders will be held at the principal office of the Corporation in the State of Florida or at such place within or without the State of Florida as determined by the Board of Directors and set forth in the Notice of Meeting.

Section 4. Notice of Meeting. Written notice of all shareholder meetings shall be provided under this section or as otherwise required by law. The Notice shall state the place, date, and hour of meeting, and if for a special meeting, the purpose of the meeting. Such notice shall be mailed to all shareholders of record at the address shown on the corporate books, at least 10 days prior to the meeting. Such notice shall be deemed effective when deposited in ordinary U.S. mail, properly addressed, with postage prepaid.

Section 5. Waiver of Notice of Meeting. Notice of any Shareholders' meeting may be waived by any Shareholder by signing a waiver of such notice, whether signed before or after the time set for the meeting and delivering such waiver to the Corporation. Notice of such meeting shall not be required as to any Shareholder who shall attend such meeting in person or by proxy, unless the Shareholder at the beginning of the meeting objects to the holding of the meeting or the transacting of business at the meeting, or as to the consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Shareholder objects to considering the matter when it is presented.

Section 6. Quorum. Except as otherwise provided in the Articles of Incorporation (the "*Articles*"), the presence, by person or by proxy, of the holders of a majority of outstanding shares entitled to vote thereat shall be necessary to constitute a quorum for the transaction of business at all

meetings of Shareholders. If, however, such quorum shall not be presented at any meeting of the Shareholders, a majority of the shares so represented shall have the power to adjourn that meeting from time to time, without notice other than announcement at the meeting, to a future date at which a quorum shall be present or represented. At such reconvened meeting, any business may be transacted which might have been transacted at the meeting originally called. Once a Shareholder is present at a meeting, he is deemed present for quorum purposes for the remainder of the meeting and for adjournment of that meeting unless a new record date is or shall be set for that adjourned meeting.

Section 7. Fixing of Record Date. For the purpose of determining Shareholders entitled to notice of or to vote at any meeting of the Shareholders or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of Shareholders for any other proper purpose, the Board of Directors may fix in advance a date as the record date for any such determination of Shareholders. Such date in any case shall not be more than seventy (70) days prior to the date on which the particular action, requiring such determination of Shareholders, is to be taken. If no record date is fixed for the determination of Shareholders entitled to notice of or to vote at a meeting of Shareholders, or Shareholders entitled to receive payment of a dividend or for such other purpose, the close of business on the day before the date on which notice of meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend or allotment of rights is adopted, as the case may be, shall be the record date for such determination of Shareholders. When a determination of Shareholders entitled to vote at any meeting of Shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof, unless the adjourned meeting is scheduled for more than 120 days after the date fixed for the original meeting.

Section 8. Voting Lists. At least ten (10) days prior to each meeting of Shareholders, the officer or agent having charge of the stock transfer books for shares of the Corporation shall make a complete list of the Shareholders entitled to vote at such meeting, or any adjournment thereof, with the address and the number and class of shares held by each, which list shall be subject to inspection by any Shareholder during normal business hours for at least ten (10) days prior to the meeting. The list also shall be produced at the meeting and shall be subject to inspection by any Shareholder at any time during the meeting. The original stock transfer book shall be *prima facie* evidence as to who are the Shareholders entitled to examine such list or the transfer books or to vote at any meeting of the Shareholders.

Section 9. Voting. A Shareholder entitled to vote at a meeting may vote at such meeting in person or by proxy. Except as otherwise provided by law or the Articles, every Shareholder of record shall be entitled to one vote for each share of stock standing in his name on the books of the Corporation on the record date fixed as herein provided. Moreover, except to the extent that a different number is required by law or the Articles, all Shareholder action shall be determined by a vote of a majority of the votes cast at a meeting of Shareholders by the holders of shares entitled to vote thereon.

Section 10. Proxies. Every proxy must be dated and signed by the Shareholder or by his attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months after the date of its execution, unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Shareholder executing it, except when an irrevocable proxy is permitted by statute. All proxies shall be filed with the Secretary or other designated officer of the Corporation before or at the time of the meeting. In the event that a proxy shall designate two (2) or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one is present, that one shall have all of the powers conferred by the proxy upon all persons so designated, unless the instrument provides otherwise. If the

proxy holders present at the meeting are equally divided as to the manner of voting in a particular case, the voting of such shares shall be prorated.

Section 11. Remote Participation in Shareholder Meetings. Shareholders of any class may participate in any meeting of shareholders by means of remote communication to the extent the Board of Directors authorizes such participation. Participation by means of remote communication shall be subject to such guidelines and procedures the Board of Directors adopts, so long as the Corporation has implemented reasonable measures to verify each person participating remotely is a Shareholder, and provide such Shareholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to Shareholders, including an opportunity to communicate, and to read or hear the proceedings of the meetings, substantially concurrently with such proceedings.

Section 12. Action by Shareholders Without a Meeting. Any action either required or permitted by the Florida Business Corporation Act to be taken at a shareholders' meeting may be taken without a meeting and without prior notice if the action is taken by the written consent of shareholders who would be entitled to vote at a meeting of holders of outstanding shares and who have voting power to cast not less than the minimum number (or the applicable minimum numbers, in the case of voting by groups) of votes that would be necessary to authorize or take the action at a meeting at which all shareholders entitled to vote thereon were present and voted. Consents may be in electronic form in accordance with law. Any action taken pursuant to such Written Consent shall be effective according to its terms when the applicable minimum number of consents are in the possession of the Corporation; provided, however, if the action is to be effective as of a date specified in the Written Consent, such Consent must state the date of execution by each Shareholder.

ARTICLE III

Directors

Section 1. Number and Qualifications. The entire Board of Directors shall consist of two (2) members. In no event shall these Bylaws be amended to fix the number at less than one Director; provided, however, that after shares are issued, only the Shareholders may change the range for the size of the Board of Directors or change from a variable range sized board to a fixed number of Directors, or vice versa. No minor shall serve as a Director. Unless the Articles provide otherwise, Directors need not be residents of Florida or Shareholders of the Corporation.

Section 2. Manner of Election. The Directors shall be elected at the annual meeting of the Shareholders, except as herein provided for filling vacancies.

Section 3. Term of Office. Each Director shall serve a term of five (5) years, until his successor has been duly elected and has been qualified, unless he sooner dies, resigns or is removed.

Section 4. Duties, Powers and Manner of Acting. The Board of Directors shall have full control and management of the affairs, business and property of the Corporation. Except as provided elsewhere, the Directors shall in all cases act as a Board, regularly convened, and in the transaction of business the act of a majority of the Directors present at a meeting, except to the extent a greater number is required by law or the Articles, shall be the act of the Board, provided a quorum is present at the time a vote is taken. The Directors may adopt such rules and regulations for the conduct of their meetings and for the management of the Corporation which they may deem proper, not inconsistent with law or these Bylaws.

Section 5. Presumption of Assent. A Director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless (a) he objects at the beginning of the meeting or promptly upon his arrival to holding it or transacting specified business at the meeting; or (b) he votes against or abstains from the action taken.

Section 6. Annual Meetings. After each annual meeting of Shareholders, the Board of Directors shall hold its annual meeting at the same place as and immediately following such annual meeting of Shareholders for the purpose of the election or appointment of officers and the transaction of such other business as may come before the meeting. The place and time of such meeting may be varied by written consent of all the Directors.

Section 7. Regular Meetings. Regular meetings of the Board of Directors (either in person or by conference telephone call) may be held without notice at such time and at such place as shall be determined in advance from time to time by the Board of Directors.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the CEO at any time. He must, upon the written request of a majority of all Directors, call a special meeting to be held not more than ten (10) days after he has received such request.

Section 9. Notice of Meetings. No notice need be given of any annual or regular meeting of the Board. Notice of special meetings shall be served upon each Director in person, by telegram or by mail addressed to him at his last known post office address, at least two (2) days in the case of telegram or three (3) days in the case of regular first class mail prior to the date of such meeting, specifying the place, day and hour of the meeting. If notice is mailed or sent by telegram, such notice shall be deemed to be delivered when deposited in the United States mail with postage thereon prepaid or when the telegram is properly delivered to the telegraph company. Neither the business to be transacted at, nor the purpose of, any annual, regular or special meeting of the Board of Directors need be specified in the notice of waiver of such notice of such meetings. At any meeting at which all of the Directors shall be present without objection, although held without notice, any business may be transacted which might have been transacted if the meeting had been duly called.

Section 10. Waiver of Notice of Meeting. Notice of any Board of Directors' meeting may be waived by any Director by signing a waiver of such notice, whether signed before or after the time set for the meeting. Notice of such meeting shall not be required as to any Director who shall attend or participate in such meeting unless the Director at the beginning of the meeting or promptly upon his arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 11. Place of Meeting. The Board of Directors may hold its meetings either within or without the State of Florida. Unless otherwise provided herein, the person(s) calling such meetings may fix the place of such meetings. If no such designation is made, the place of the meeting shall be the principal office of the Corporation.

Section 12. Quorum. At any meeting of the Board of Directors the presence of a majority of the number of Directors as determined from time to time shall be necessary to constitute a quorum for the transaction of business, unless a different number (no less than one-third (1/3)) is required by the

Articles or these Bylaws. However, should a quorum not be present, a lesser number may adjourn the meeting until some further time when it is reasonably possible to obtain a quorum.

Section 13. Voting. At all meetings of the Board of Directors, each Director shall have one vote *irrespective of the number of shares that he may hold*.

Section 14. Compensation. Each Director shall be entitled to receive for attendance at each meeting of the Board or of any duly constituted committee thereof which he attends reimbursement of his expenses, and such fee as is fixed by the Board or a stated salary as Director. No payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 15. Vacancies. Except as may be provided in the Articles or by statute, any vacancy occurring in the Board of Directors, including a vacancy resulting from an increase in the number of Directors, may be filled by the affirmative vote of a majority of the remaining Directors (though less than a quorum of the Board of Directors) at a regular or special meeting, or by a vote of the Shareholders. The Director thus chosen by the Board shall hold office until the next Shareholders' meeting at which Directors are elected, at which time the Shareholders shall fill such vacancy for the unexpired term of the original predecessor in office, or elect a Director for a new term, as the case may be.

Section 16. Removal of Directors. Any Director may be removed either with or without cause (except as provided by law or the Articles), at any time, by vote of the Shareholders holding a majority of all the issued and outstanding shares entitled to vote at an election of the Director sought to be removed, at any special Shareholders' meeting or at the annual Shareholders' meeting, or by written consent in lieu of meeting. Any such removal shall be without prejudice to the contract rights, if any, of the person removed. No Director may be removed, in case cumulative voting is provided in the Articles, if the vote of a sufficient number of shares are cast against his removal which, if then cumulatively voted at an election of a full Board, would be sufficient to elect him.

Section 17. Resignation. Any Director may resign his office at any time. Such resignation is to be made in writing, delivered to the CEO or Secretary and to take effect when it is delivered unless the notice specifies a later effective date.

Section 18. Action by Directors Without a Meeting. Any action required or permitted to be taken by any provisions of law, the Articles or these Bylaws at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent, *setting forth the action*, is signed, either before or after such action, by all members of the Board of Directors or of such committee, as the case may be, and filed in the minutes of the proceedings of the Board of Directors or such committee, as the case may be. Any action taken pursuant to such Written Consent shall be effective according to its terms when all consents are in the possession of the Corporation; provided, however, if the action is to be effective as of a date specified in the Written Consent, such Consent must state the date of execution by each Director.

Section 19. Meeting by Telephone. Unless otherwise provided by the Articles, Directors or the members of any committee thereof will be deemed present at a meeting of the Board of Directors or of any such committee, as the case may be, if the meeting is conducted using a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear

each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 20. Chairman of the Board. At each annual meeting of Directors, the Directors may elect a Chairman who shall preside over Directors and Shareholders meetings and shall have such other duties as are delegated to him by the Board of Directors from time to time.

ARTICLE IV

Officers

Section 1. Officers and Qualifications. The officers of the Corporation shall consist of a CEO, Managing Partner, Secretary and Treasurer. Any two (2) or more offices may be held by the same person.

Section 2. Election. All officers of the Corporation shall be elected annually by the Board of Directors at its annual meeting. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as is convenient.

Section 3. Term of Office. All officers shall hold office for one year and until their successors have been duly elected and have qualified, unless they sooner die, resign or are removed.

Section 4. Vacancies. All vacancies in any office shall be filled by the Board of Directors for the unexpired portion of the term either at annual or regular meetings or at a meeting specially called for that purpose.

Section 5. Removal of Officers or Agents; Resignations. Any officer or agent may be removed either with or without cause at any time by vote of a majority of the Board of Directors whenever the Board of Directors in its absolute discretion shall consider that the best interests of the Corporation would be served thereby. Any officer or agent appointed otherwise than by the Board of Directors may be removed with or without cause at any time by any officer or person(s) having authority to appoint, except as may otherwise be provided in the Bylaws, whenever such officer in his absolute discretion shall consider that the best interests of the Corporation would be served thereby. Any such removal shall be without prejudice to the contract rights, if any, of the person removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any officer may resign at any time by giving written notice to that effect to the Corporation, to take effect when delivered or at a later time specified in the notice.

Section 6. Compensation of Officers. The officers shall receive such salary or compensation as may be fixed by the Board of Directors. If any deduction is taken by the Corporation for tax purposes for salary payments, commissions, employee fringe benefits, expense allowances or payments or other expenses incurred by the Corporation for the benefit of an officer, Director, agent or employee of the Corporation is disallowed in whole or in part as a deductible expense of the Corporation for federal income tax purposes, the officer, Director, agent or employee shall promptly reimburse the Corporation, upon notice and demand, to the full extent of the disallowance.

Section 7. Duties of Officers. The duties and powers of the officers of the Corporation shall be as follows and shall hereafter be set by resolution of the Board of Directors:

CEO

a. The CEO shall preside at all meetings of the Board of Directors. He shall also preside at all meetings of the Shareholders.

b. He shall present at each annual meeting of the Shareholders and Directors a report of the condition of the business of the Corporation.

c. He shall cause to be called annual, regular and special meetings of the Shareholders and Directors in accordance with the requirements of the statutes and of these Bylaws.

d. He shall appoint, discharge and fix the compensation for all employees and agents of the Corporation, other than the duly elected officers, subject to the approval of the Board of Directors.

e. He may sign and execute all contracts in the name of the Corporation and all checks, notes, drafts or other orders for the payment of money. This power is to be exercised only upon the direction of the Board of Directors.

f. He shall sign with the Secretary all certificates representing shares.

g. He shall cause all books, reports, statements and certificates to be properly kept and filed as required by law.

h. He shall enforce these Bylaws and perform all the duties incident to his office and which are required by law, and, generally, supervise and control the business and affairs of the Corporation.

MANAGING PARTNER

During the absence or incapacity of the CEO, the Managing Partner shall perform the duties of the CEO. When so acting, he shall have all the powers and be subject to all the responsibilities of the office of CEO and shall perform such duties and functions as the Board may prescribe.

SECRETARY

a. The Secretary shall keep the minutes of the meetings of the Board of Directors and of the Shareholders in appropriate books.

b. He shall attend to the giving of Notice of Special Meetings of the Board of Directors and of all of the meetings of the Shareholders of the Corporation.

c. He shall be the custodian of the records of the Corporation.

d. He shall keep at the principal office of the Corporation a book of records containing the names, alphabetically arranged, of all persons who are Shareholders of the Corporation, showing their places of residence, the number and class of shares held by them respectively and the dates when they respectively became the owners of record thereof. He shall keep such books of record

and minutes of the proceedings of the Shareholders open daily during the usual business hours for inspection, within the limits prescribed by law, by any person duly authorized to inspect such record. At the request of the person entitled to inspection thereof, he shall prepare and make available a current list of the officers and Directors of the Corporation and their residence addresses.

e. He shall sign all certificates representing.

f. He shall attend to all correspondence and present to the Board of Directors at its meetings all official communications received by him.

g. He may make, sign and endorse in the name of the Corporation all checks, drafts, notes and other orders for the payment of money and pay out and dispose of such under the direction of the Board of Directors.

h. He shall perform all the duties incident to the office of Secretary of the Corporation.

TREASURER

a. The Treasurer shall have the care and custody of and be responsible for all funds and securities of the Corporation and shall deposit such funds and securities in the name of the Corporation in such bank or safe deposit company as the Board of Directors may designate.

b. He may make, sign and endorse in the name of the Corporation all checks, drafts, notes and other orders for the payment of money and pay out and dispose of such under the direction of the Board of Directors.

c. He shall keep at the principal office of the Corporation accurate books of account of all its business and transactions and shall at all reasonable hours exhibit books and accounts to any Director upon application at the office of the Corporation during business hours.

d. He shall render the report of the condition of the finances of the Corporation at each annual and regular meeting of the Board of Directors and at such other times as shall be required of him, and he shall make a full financial report at the annual meeting of the Shareholders.

e. He shall further perform all duties incident to the office of Treasurer of the Corporation.

f. If required by the Board of Directors, he shall give such bond as determined to be appropriate for the faithful performance of his duties.

OTHER OFFICERS

Other officers shall perform such duties and may have such powers as may be assigned to them by the Board of Directors.

ARTICLE V
Executive and Other Committees

Section 1. Creation of Committees. The Board of Directors may designate an Executive Committee and one or more other committees, each to consist of two (2) or more of the Directors of the Corporation.

Section 2. Executive Committee. The Executive Committee, if there shall be one, shall consult with and advise the officers of the Corporation in the management of its business, and shall have, and may exercise, except to the extent otherwise provided in the resolution of the Board of Directors creating such Executive Committee, such powers of the Board of Directors, but no further than can be lawfully delegated by the Board.

Section 3. Other Committees. Such other committees, to the extent provided in the resolution or resolutions creating them, shall have such functions and may exercise such powers of the Board of Directors as can be lawfully delegated.

Section 4. Removal or Dissolution. Any committee of the Board of Directors may be dissolved by the Board at any meeting. Any member of such committee may be removed by the Board of Directors whenever, in its absolute discretion, the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 5. Vacancies on Committees. Vacancies on any committee of the Board of Directors shall be filled by the Board of Directors at any annual, regular or special meeting.

Section 6. Meetings of Committees. Regular meetings of any committee of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by such committee, and special meetings of any such committee may be called by any member thereof upon the same notice as provided in Section 9 of Article III, given to each of the other members of such committee or on such shorter notice as may be agreed to in writing by each of the other members of such committee, given either personally or in the manner provided in Section 9 of Article III of these Bylaws (pertaining to notice for Directors' meetings).

Section 7. Absence of Committee Members. In the absence of the Chairman of the Board, if any, the CEO shall preside at all meetings of Directors and at all meetings of Shareholders.

Section 8. Quorum of Committees. At all meetings of committees of the Board of Directors, a majority of the committee's members then in office shall constitute a quorum for the transaction of business.

Section 9. Manner of Acting of Committees. The acts of a majority of the members of any committee of the Board of Directors present at any meeting at which there is a quorum at the time a vote is taken shall be the act of such committee.

Section 10. Minutes of Committees. Each committee of the Board of Directors shall keep regular minutes of its proceedings and report the same to the Board of Directors when required.

Section 11. Compensation. Members of any committee of the Board of Directors may be paid compensation in accordance with the provisions of Section 14 of Article III of these Bylaws (pertaining to compensation of Directors).

Section 12. Informal Action. Any committee of the Board of Directors may take such informal action and hold such informal meetings as allowed by the provisions of Sections 18 and 19 of Article III of these Bylaws.

ARTICLE VI

Indemnification of Directors, Officers, Agents and Employees

Any Director or officer who is involved in litigation by reason of his position as a Director or officer of the Corporation shall be indemnified and held harmless by the Corporation to the fullest extent authorized by law as it now exists or may subsequently be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights).

ARTICLE VII

Director Conflict of Interest

No contract or other transaction between the Corporation and any one or more of its Directors or any other corporation, firm, association or entity in which one or more of its Directors are Directors or are directly or indirectly financially interested shall be either void or voidable because of such relationship or interest, because such Director or Directors were present or were counted in determining the presence of a quorum at the meeting of the Board of Directors or of a committee thereof which authorizes, approves or ratifies such contract or transaction or because such Director's or Directors' votes are counted for such purpose if: (a) the material facts of the transaction and the Director's interests were disclosed or known to the Board of Directors or a Committee of the Board of Directors, and the Board of Directors or the Committee authorized, approved or ratified the transaction by the affirmative vote of a majority of the Directors on the Board or the Committee who had no direct or indirect personal interest in the transaction (though less than a quorum, but in no event less than two directors); or (b) the material facts of the transaction and the Director's interests were disclosed to the Shareholders entitled to vote, and they authorized, approved or ratified the transaction by a vote of a majority of all the shares (whether or not present) entitled to be counted in such a vote (not counting shares owned by or voted under the control of an interested Director or an affiliate thereof); or (c) the transaction was fair to the Corporation.

ARTICLE VIII

Shares

Section 1. Eligible Shareholders. The shares of the Corporation shall be issued to any individual, corporation, partnership, joint venture or trust, and may be issued in fractional shares. An individual to be a Shareholder need not be employed by the Corporation nor participate in the performance of the services rendered by the Corporation. Provided, however, so long as the Corporation elects to be treated as an S Corporation for tax purposes, shares of the Corporation may only be held by persons permitted to be owners of an S Corporation under applicable provisions of the Internal Revenue Code, as amended.

Section 2. Certificates. The shares of the Corporation may be represented by certificates created by the Board of Directors and signed by the CEO or the Managing Partner, by the Secretary and/or an Assistant Secretary, or by such other officers authorized by law and by the Board of Directors to do so. Any certificates shall be numbered consecutively and in the order in which they are issued. Any certificates shall be bound in a book and shall be issued in consecutive order therefrom; in the margin of the book shall be entered the name of the person to whom the shares represented by each such certificate are issued, his address, number, class and series of such shares, and the date of issue. Any such certificate shall state the name of the Corporation, that it is organized under the laws of the State of Florida, the registered holder's name, the number and class of shares represented thereby, the date of issue, the par value of such share or that they are without par value, and any preferences or other rights which the holder may have.

Section 3. Subscriptions. Subscriptions to the shares shall be paid at such times and in such installments as the Board of Directors may determine. If a default shall be made in the payment of any installment as required by such resolution, the Board may, among other actions, declare that the shares and all previous payments are forfeited for the use of the Corporation, in the manner prescribed by statute.

Section 4. Restrictions on Transfer of Shares. Each and every certificate of stock shall bear a legend to the effect that the purchaser represents that the securities being purchased by him are being purchased for investment and with no present intention of making any disposition or sale thereof.

Section 5. Transfer of Shares. Transfer of shares of the Corporation shall be made upon its books by the holder of the shares in person or by the holder's lawfully constituted representative, upon surrender of the certificate of stock for cancellation. The person in whose name shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes, and the Corporation shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of the State of Florida.

Section 6. Lost, Stolen or Destroyed Certificates. The Board of Directors may direct a new replacement certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation and alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. Any such replacement certificates shall be marked "Replacement" on the face thereof. When authorizing such issue of a new replacement certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or the owner's legal representative, to produce satisfactory evidence of such loss, theft or destruction and/or give the Corporation a bond and/or an undertaking in such sum, and upon such terms, as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 7. Appointment of Officer for Issuing Share Options. The Board of Directors may authorize one or more officers to designate the recipients of rights, options, warrants or other equity compensation awards that involve the issuance of shares and determine, within an amount and subject to any other limitations established by the Board of Directors, and, if applicable, the shareholders, the number of such rights, options, warrants or other equity compensation awards and the terms thereof to

be received by the recipients; provided that an officer may not use such authority to designate himself, or any other person specified by the Board of Directors, as recipient of such rights, options, warrants or other equity compensation awards.

ARTICLE IX

Dividends

Subject to any restrictions contained in the Articles or the law, the Board of Directors at any annual, regular or special meeting may declare dividends payable out of the unreserved and unrestricted earned surplus or out of the capital surplus of the Corporation, whenever in its exercise or its discretion it may deem such declaration advisable. Such dividends may be paid in cash or property (including shares of stock or other securities of the Corporation).

ARTICLE X

Bills, Notes, etc.

Except as otherwise provided, all bills payable, notes, checks, drafts, warrants or other negotiable instruments of the Corporation shall be made in the name of the Corporation and shall be signed by such officer or officers as the Board of Directors shall from time to time by resolution direct.

No officer or agent of the Corporation, either singularly or jointly with others, shall have the power to make any bill payable, note, draft, warrant or other negotiable instrument, or endorse the same in the name of the Corporation, or contract or cause to be contracted any debt or liability on behalf of the Corporation except as herein expressly prescribed and provided.

ARTICLE XI

Fiscal Year

The fiscal year of the Corporation shall be the period selected by the Board of Directors as the taxable year of the Corporation for federal income tax purposes, unless the Board of Directors specifically establishes a different fiscal year.

ARTICLE XII

Amendments

These Bylaws may be altered, amended, repealed or added to by the unanimous vote of a majority of the Board of Directors, unless otherwise expressly reserved to the Shareholders in the Articles. In any case, the Bylaws may also be altered, amended, repealed or added to by the unanimous vote of the Shareholders holding the issued and outstanding shares of stock entitled to vote at a meeting of Shareholders. Any Bylaw adopted by the Board of Directors may be altered, amended, repealed or added to by the Shareholders, but any Bylaw adopted by the Shareholders shall not be altered, amended or repealed by the Board of Directors. Only such changes shall be made which do not conflict with the law or the Articles.

The above Bylaws are certified to have been adopted by the Board of Directors of the Corporation effective as of May 9, 2016.



Caio C. Gouveia, CEO

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