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CLERK OF STATE  
TALLAHASSEE, FLORIDA

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S. PRATHER



## COVER LETTER

Department of State  
Amendment Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

SUBJECT: Collaborative Digital Innovations Inc.

CORPORATE NAME

Enclosed are an original and one (1) copy of the restated articles of incorporation and a check for:

☒ \$35.00      ☐ \$43.75  
Filing Fee      Filing Fee  
                         & Certificate of Status

☐ \$43.75      ☐ \$52.50  
Filing Fee      Filing Fee,  
& Certified Copy      Certified Copy  
                         & Certificate of  
                         Status

**ADDITIONAL COPY REQUIRED**

FROM: Chad Justice

Name (Printed or typed)

972 International Parkway

Address

Lake Mary, FL 32746

City, State & Zip

407-792-3336

Daytime Telephone number

c.justice@vitreus.io

E-mail address: (to be used for future annual report notification)

**NOTE: Please provide the original and one copy of the document.**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF  
COLLABORATIVE DIGITAL INNOVATIONS INC.**

In compliance with Chapter 607, F.S. (Profit)

The undersigned hereby makes, subscribes, acknowledges, and files with the Florida Department of State these amended and restated articles of incorporation (the "**Articles**") such that upon final signature, these Articles shall supersede any pre-existing articles of incorporation together with any amendments thereto.

**ARTICLE 1 – NAME AND ADDRESS**

- 1.1. The name of the Corporation is Collaborative Digital Innovations Inc. (the "Corporation"). The principal address and the mailing address of the Corporation is 972 International Parkway, Lake Mary, FL 32746. The name and address of the Corporation may be changed as provided for in the Corporation's Bylaws.

**ARTICLE 2 – REGISTERED AGENT**

- 2.1. The address of the Corporation's registered office in the State of Florida is located at 476 Riverside Ave., Jacksonville, FL 32202. The registered agent in charge thereof is United States Corporation Agents Inc. The address and name of the Corporation's registered agent may be changed as provided for in the Corporation's Bylaws.

**ARTICLE 3 – PURPOSE**

- 3.1. The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the Florida Business Corporations Act (the "Act").

**ARTICLE 4 – CAPITAL STOCK AUTHORIZED**

- 4.1. **Authorized Stock.** The Corporation is authorized to issue Common Stock and Preferred Stock. The total number of shares this Corporation shall have the authority to issue is One Hundred Million (100,000,000).
- (a) **Authorized Common Stock.** Seventy-Five Million (75,000,000) shares shall be designated Common Stock and shall have no par value per share consisting of:
- (i) Seventy-Four Million (74,000,000) shares designated as "Class A Common Stock"; and
  - (ii) One Million (1,000,000) shares designated as "Class B Common Stock".
- (b) **Authorized Preferred Stock.** Twenty-Five Million (25,000,000) shares shall be designated Preferred Stock and shall have no par value per share.
- 4.2. **Fractional Shares.** The Corporation is authorized to issue fractional shares according to a plan of fractional issue or offering, including a plan of dividend reinvestment, the details of such plan to be determined in the sole discretion of the Corporation's Board of Directors.

**ARTICLE 5 – COMMON STOCK PROVISIONS**

The rights, preferences, privileges, and restrictions granted to and imposed on the holders of Common Stock are as set forth in this Article 5.

5.1. **Definitions.** For the purposes hereof, the following definitions shall apply:

**"Articles"** means these amended and restated articles of incorporation.

**"Distribution"** means the transfer of cash or other property without consideration, whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the redemption of shares of the Corporation by the Corporation or its subsidiaries for cash or property other than:

- (a) Repurchases of capital stock of the Corporation issued to or held by employees, officers, Directors or consultant so the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements for the right of said purchase;
- (b) Repurchases of capital stock of the Corporation issued to or hold by employees, officers, Directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right;
- (c) Repurchases of capital stock of the Corporation in connection with the settlement of disputes with any stockholders; and
- (d) Any other repurchase or redemption of capital stock of the Corporation approved by the holders of the Common Stock and/or the Preferred Stock of the Corporation as such holders may be entitled to vote either together or as a separate class.

**"Dividend Rate"** means that rate payable to the holders of Common Stock when, if and as declared by the Board of Directors, out of any assets at the time legally available therefor.

**"Original Issue Price"** shall mean the par value per share of each series of Common Stock as may be adjusted from time to time for Recapitalizations and as otherwise set forth herein.

**"Common Stock Original Issue Date"** means the date that the first share of Common Stock is issued by the Corporation.

**"Common Stock"** means, collectively, Class A and Class B Common Stock.

**"Recapitalization"** means any stock dividend, stock split, combination of shares, reorganization, recapitalization, reclassification, or other similar event.

**"Requisite Board Vote"** means approval by the Board of Directors.

**"Voting Majority"** means holders of a simple majority of the outstanding shares of the class or series of Common Stock voting as a single class or series on such matter as the respective voting class or series may be entitled to vote.

5.2. **Dividends.** The holders of Common Stock shall be entitled to receive dividends when, as and if declared by the Board of Directors out of funds legally available therefore, at the Dividend Rate

specified for such shares of Common Stock, dividends payable in cash, stock, or otherwise. In the case of the declaration and payment of a stock dividend, holders of each class of Common Stock shall receive such stock dividend in shares of Class A Common Stock. The right to receive dividends on shares of Common Stock shall not be cumulative, and no right to dividends shall accrue to holders of Common Stock by reason of the fact that dividends on said shares are not declared or paid. Payments of any dividends to the holders of Common Stock shall be on a *pro rata* basis for each series.

5.3. **Share Dividends.** Shares of one class or series may be issued as a share dividend in respect of shares of another class or series as determined by the Board of Directors.

5.4. **Non-Cash Distributions.** Whenever a distribution provided for in this Article 5 is payable in property other than cash, the value of such distribution shall be deemed to be the fair market value of such property as determined in good faith by the Board of Directors.

5.5. **Liquidation Rights.**

(a) **Liquidation Events.** A liquidation, dissolution, or winding up of the Corporation shall be deemed to be occasioned by, or to include the following (each, a "Liquidation Event"):

- (i) The acquisition of the Corporation by another entity by means of any transaction or series of transactions to which the Corporation is a party including, without limitation, any stock acquisition, reorganization, merger or consolidation, but excluding any sale of stock for capital raising purposes, other than (A) a merger with or into a wholly-owned subsidiary of the Corporation, (B) a merger effected solely for the purpose of changing the Corporation's state of domicile, (C) an equity financing, or (D) a merger in which there is no effective change of control of the Corporation;
- (ii) A sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Corporation and its subsidiaries taken as a whole by means of any transaction or series of related transactions, except where such sale, lease or other disposition is to a wholly-owned subsidiary of the Corporation; or
- (iii) (1) the voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation; (2) the commencement by the Corporation of a voluntary case under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency or similar law, the consent to the entry of an order for relief in an involuntary case under such law or to the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Corporation or of any substantial part of its property, the making of an assignment by the Corporation for the benefit of its creditors, the admission by the Corporation of its inability to pay its debts generally as they become due, the entry of a decree or order for relief in respect of the Corporation by a court having jurisdiction in the premises in an involuntary case under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency or similar law, or the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Corporation or of any substantial part of its property.

- (b) **Liquidation Rights.** The Board of Directors shall have sole authority to determine by vote whether to liquidate, dissolve, or wind-up the Corporation, or effect any Liquidation Event. In the event of any Liquidation Event of the Corporation, either voluntary or involuntary, the Corporation shall first discharge or make reasonable provision for the payment of claims of the Corporation, after which all remaining assets of the Corporation shall be distributed to the holders of the Common Stock on a *pro rata* basis.
- (c) **Valuation of Non-Cash Consideration.** If any assets of the Corporation distributed to the stockholders in connection with any Liquidation Event are other than cash, then the value of such assets shall be their fair market value as determined in good faith by the Board of Directors, except that any publicly-traded securities to be distributed to the stockholders in a Liquidation Event shall be valued as follows:
  - (i) If the securities are then traded on a national securities exchange, then the value of the securities shall be deemed to be the average of the closing price of the securities on such exchange over the 10-day trading day period ending five trading days prior to the Distribution; or
  - (ii) If the securities are actively traded over-the-counter, then the value of the securities shall be deemed to be the average of the closing bid prices of the securities over the 10-day trading period ending five trading days prior to the Distribution.

In the event of a merger or other acquisition of the Corporation by another entity, the Distribution date shall be the date such transaction closes. For the purposes of this Section 5.5(d), "trading day" shall mean any day for which the exchange or system on which the securities to be distributed are traded is open, and "closing prices" or "closing bid prices" shall be deemed to be: (A) for securities traded primarily on the New York Stock Exchange, the American Stock Exchange or a Nasdaq market, the last reported trade price or sale price, as the case may be, at 4:00 p.m., New York time, on that day, and (B) for securities listed or traded on other exchanges, markets and systems, the market price as of the end of the regular hours trading period that is generally accepted as such for such exchange, market or system. If, after the date hereof, the benchmark times generally accepted in the securities industry for determining the market price of a stock as of a given trading day shall change from those set forth above, the fair market value shall be determined as of such other generally accepted benchmark times.

#### 5.6. **Common Stock Voting Rights.**

- (a) **Voting Rights.** Each outstanding share of Common Stock entitled to vote is entitled to one vote upon each matter submitted to a vote at a meeting of the stockholders or written actions in lieu of meetings and shall be entitled to notice of any stockholders meeting in accordance with the Bylaws and shall be entitled to vote upon such matters as provided for in these Articles, the Bylaws, or as may be provided by the Act.
- (b) **Voting for Directors.** The holders of Class B Common Stock shall have unrestricted voting rights generally expressed by and through its elected members to the Board of Directors; whereas, except as may be required by the Act, the holders of Class A Common Stock are not entitled to elect a representative member to the Board of Directors and shall not have any vote on matters pertaining to the governance or management of the Corporation.

- (c) **Special Voting Rights.** The Board of Directors, in its sole discretion, may select and present certain business matters to the holders of Class A Common Stock to determine by affirmative simple majority vote the matter so presented. By way of example only, such matters may include market growth and penetration strategies, advertising campaigns, and other issues of special interest pertaining to general business development.
  - (d) **Fractional Voting.** Fractional votes shall be permitted in proportion to the quantity of fractional shares held by a stockholder at the time such stockholder is entitled to vote on any given matter.
  - (e) **Action Without Meeting.** Any action required or permitted by the Act to be taken at a stockholders meeting may be taken without a meeting, and without prior notice, if consents in writing setting forth the action so taken are signed by the holders of outstanding shares having not less than the minimum number of votes that would be required to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. Each written consent shall bear the date of signature of the stockholder who signs the consent and be delivered to the Corporation for inclusion in the minutes or filing with the Corporation's records. An electronic transmission may be used to consent to an action, if the electronic transmission contains or is accompanied by information from which the Corporation can determine the date on which the electronic transmission was signed and that the electronic transmission was authorized by the stockholder, the stockholder's agent or the stockholder's attorney-in-fact. Other provisions regarding stockholder actions that may be taken without a meeting shall be provided in the Bylaws of the Corporation.
- 5.7. **Common Stock Protective Provisions.** In addition to any other vote required by the Act, the affirmative vote of a majority of the outstanding shares of Class A Common Stock and Class B Common Stock, voting separately as a class, as the case may be, shall be required to amend, alter, or repeal (including by merger, consolidation, or otherwise) any provision of these Articles that materially and adversely affects the powers, preferences, limitations or rights of the Class A Common Stock and Class B Common Stock, respectively.
- 5.8. **Class B Common Stock Provisions.**
- (a) **Non-Transferable.** No holder of Class B Common Stock may Transfer any shares of Class B Common Stock to any Person. For purposes of this Section 4.4(b), (i) "Transfer" means to, directly or indirectly, sell, transfer, assign, grant a proxy, gift, pledge, encumber, hypothecate, or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option, or other arrangement or understanding with respect to the sale, transfer, assignment, proxy grant, gift, pledge, encumbrance, hypothecation, or similar disposition of, any share of Class B Common Stock; and (ii) "Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority of any type, unincorporated organization, trust, association or other entity of any type or nature.
  - (b) **Right to Convert to Class A Common Stock.** Each share of Class B Common Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such Class B Common Stock share, into a fully paid non-assessable outstanding share of Class A Common Stock (a "Voluntary Conversion").

- (c) **Automatic Conversion to Class A Common Stock.** Each share of Class B Common Stock shall automatically be converted into a fully paid and non-assessable outstanding share of Class A Common Stock (an "Automatic Conversion," and together with a Voluntary Conversion, a "Conversion"):
- (i) In the event of a consummation of a public offering pursuant to an effective registration statement under the Securities Act of 1933, covering the offer and sale of Class A Common Stock for the account of the corporation to the public with gross proceeds to the corporation of not less than \$10,000,000 (such public offering is referred to herein as the "Qualified Initial Public Offering");
  - (ii) In the event shares of Class A Common Stock begin trading on a national securities exchange, including the New York Stock Exchange, the American Stock Exchange, or a Nasdaq market;
  - (iii) At the election of the holders of a majority of the then outstanding shares of Class B Common Stock; or
  - (iv) Upon a Liquidation Event.
- (d) **Mechanics of Conversion.** Before any holder of Class B Common Stock may be entitled to convert the same into shares of Class A Common Stock above, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or any transfer agent duly appointed by the Board of Directors of the Corporation (the "Transfer Agent"), and shall give written notice to the Corporation at its principal corporate office, of the election to convert the same, and such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Class B Common Stock to be converted. In the event of an Automatic Conversion, the outstanding shares of Class B Common Stock shall be converted automatically without any further action by the holder of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or the Transfer Agent; and the Corporation shall not be obligated to issue certificates evidencing the shares of Class A Common Stock issuable upon such Automatic Conversion unless the certificates evidencing such shares of Class B Common Stock are either delivered to the Corporation or the Transfer Agent, or the holder notifies the Corporation or the Transfer Agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. The Corporation shall, as soon as practicable thereafter, issue and deliver to such address as the holder may direct, a certificate or certificates, for the number of shares of Class A Common Stock to which such holder shall be entitled. If the Automatic Conversion is in connection with a Qualified Initial Public Offering, the Automatic Conversion shall be conditioned upon the closing with the underwriters, if any, of the sale of securities pursuant to such offering, and the Automatic Conversion shall not be deemed to have occurred until immediately prior to the closing of such sale of securities.
- (e) **Status of Converted Class B Common Stock.** In the event of any shares of Class B Common Stock shall be converted, each converted share of Class B Common Stock shall be cancelled



and contemporaneously therewith: (i) the number of Common Stock shares designated as Class B Common Stock in subsection 4.1(b) above shall decrease by one share; and (ii) the number of Common Stock shares designated as Class A Common Stock in Subsection 4.1(a) above shall increase by one share, without any further action required by the Board of Directors or stockholder of the Corporation.

#### **ARTICLE 6 – PREFERRED STOCK PROVISIONS**

- 6.1. **Preferred Stock Provisions.** The Preferred Stock may be issued from time to time in one or more series. The Board of Directors is hereby authorized, subject to limitations prescribed by law, to fix by resolution or resolutions the designations, powers, preferences, and rights and the qualifications, limitations, or restrictions thereof, of each such series of Preferred Stock, including without limitation, authority to fix by resolution or resolutions the dividend rights, dividend rate, conversion rights, voting rights, rights and terms of redemption (including sinking fund provisions), redemption price or prices, and liquidation preferences of any wholly unissued series of Preferred Stock, and the number of shares constituting such series and the designation thereof, or any of the foregoing. The Board of Directors is further authorized to increase (but not above the total number of authorized shares of the class) or decrease (but not below the number of shares of any such series then outstanding) the number of shares of any series, the number of which was fixed by it, subsequent to the issue of shares of such series then outstanding, subject to the powers, preferences, and rights and the qualifications, limitations, and restrictions thereof stated in the resolution of the Board of Directors originally fixing the number of shares of such series. If the number of shares of any series is decreased, then the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series.

#### **ARTICLE 7 – DURATION**

- 7.1. The Corporation is to have perpetual existence unless otherwise terminated in accordance with the Corporation's bylaws or the Act.

#### **ARTICLE 8 – BOARD OF DIRECTORS**

For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation, and regulation of the powers of the Corporation, by its Board of Directors and its stockholders or any class thereof, as the case may be, it is further provided that:

- 8.1. **Powers of Management.** Except as otherwise required by these Articles or the Act, the management of the business and the conduct of the affairs of the Corporation shall be vested exclusively in its Board of Directors. The number of Directors which shall constitute the whole Board of Directors shall be fixed by the Board of Directors in the manner provided in the Bylaws, but at all times shall require at least one Director.
- 8.2. **Bylaws.** Except as otherwise required by these Articles or the Act, the Board of Directors is expressly authorized to make, alter, amend, or repeal the Bylaws of the Corporation. The stockholders shall also have the power to adopt, amend or repeal the Bylaws; *provided, however*, that in addition to any vote of the holders of any class or series of stock of the Corporation required by these Articles or the Act, the affirmative vote of the holders of a majority of the voting power of all of the then outstanding shares of the capital stock of the Corporation entitled to vote

for the election of Board of Directors, voting together as a single class or series, shall be required to adopt, amend or repeal any provision of the Bylaws.

- 8.3. **Election of Directors.** The manner of election of the Board of Directors shall be designated in the Bylaws. The Directors need not be elected by written ballot unless the Bylaws so provide.
- 8.4. **Vacancies.** Vacancies created by newly created directorships or in accordance with the Corporation's Bylaws may be filled by the vote of a majority, although less than a quorum, of the Directors then in office or by a sole remaining Director.
- 8.5. **Notice.** Advance notice of new business and stockholder nominations for the election of Directors shall be given in the manner and to the extent provided in the Bylaws of the Corporation.

#### **ARTICLE 9 – DIRECTOR PROTECTIVE PROVISIONS**

- 9.1. To the fullest extent permitted by the Act as the same exists or as may hereafter be amended, a Director shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director; provided, however, that this provision shall not eliminate or limit the liability of a Director: (i) for any breach of the Director's duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve material misconduct or a knowing violation of law; (iii) under the Act; or (iv) for any transaction from which the Director derived an improper personal benefit
- 9.2. The Corporation may indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative, or investigative, by reason of the fact that that person is or was a director, officer, employee, or agent of the Corporation or any predecessor of the Corporation or serves or served at any other enterprise as a director, officer, employee, or agent at the request of the Corporation or any predecessor of the Corporation, including service with respect to employee benefit plans, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such action or proceeding.
- 9.3. Neither any amendment nor repeal of this Article 9, nor the adoption of any provision to these Articles inconsistent with this Article 9, shall eliminate or reduce the effect of this Article 10 in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Article 9, would accrue or arise, prior to such amendment, repeal, or adoption of an inconsistent provision.

#### **ARTICLE 10 – STOCKHOLDER MEETINGS**

- 10.1. Meetings of the Corporation's stockholders may be held within or without the State of Florida, as the Corporation's Bylaws may provide. Subject to any provisions contained within the Act, the books of the Corporation may be kept outside the State of Florida at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

#### **ARTICLE 11 – INTERESTED TRANSACTIONS**

- 11.1. No contract or other transaction between the Corporation and one or more of its Directors, officers, or any other company or entity in which one or more of the Corporation's Directors or

officers are financially interested shall be void or voidable solely because of such relationship or interest. A contract or other transaction which would otherwise be a conflict of interest may be authorized, approved or ratified if: (a) the fact of such relationship of interest is disclosed or known to the Directors or special committee entitled to vote and they authorize, approve or ratify such contract or transaction by an affirmative vote of a majority of the disinterested Directors or special committee entitled to vote thereon in accordance with the requirements of the Act; and (b) the contract or transaction is fair to the Corporation.

#### **ARTICLE 12 – CORPORATE OPPORTUNITIES**

- 12.1. Unless otherwise provided for in the Act or the Corporation's Bylaws, neither the Directors nor the officers shall be required to participate in the Corporation as their sole and exclusive business. Directors and officers may have other business interests and may participate in other investments or activities in addition to those relating to the Corporation. No Director or officer shall incur liability to the Corporation or any stockholder solely by reason of participating in any such other business, investment, or activity. Where a corporate opportunity has been first offered to the Corporation and qualified Directors disclaim the opportunity as if the decision is being made concerned a Director's conflicting interest transaction, then the Director may not be the subject of any legal action or proceeding for having taken advantage, either directly or indirectly, of such opportunity.
- 12.2. In the event that any Director, who is also a partner or employee of an entity that is a stockholder of the Corporation, and that is in the business of investing and reinvesting in other entities, or an employee of an entity that manages such an entity (each, a "Fund") acquires knowledge of a potential transaction or other matter in such individual's capacity as a partner or employee of the Fund or the manager or general partner of the Fund (and other than directly in connection with such individual's service as a member of the Board of Directors) and that may be an opportunity of interest for both the Corporation and such Fund (a "Corporate Opportunity"), then the Corporation (a) renounces any expectancy that such Director or Fund offer an opportunity to participate in such Corporate Opportunity to the Corporation and (b) to the fullest extent permitted by law, waives any claim that such opportunity constituted a Corporate Opportunity that should have been presented by such Director or Fund to the Corporation or any of its affiliates; provided, however, that such Director acts in good faith.

#### **ARTICLE 13 – AMENDMENT**

- 13.1. The Corporation reserves the right to amend, alter, change, or repeal any provision contained in these Articles, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

#### **ARTICLE 14 – DIRECTORS AND/OR OFFICERS**

- 14.1. The name and mailing address of the Corporation's Directors and Officers are:

<u>Name</u>	<u>Title</u>	<u>Address</u>
Chad Justice	PDCEO President, Director, CEO	972 International Parkway Lake Mary, FL 32746

Brenton Thai

VDCOO  
Vice President, Director, Chief  
Operating Officer

972 International Parkway  
Lake Mary, FL 32746

#### ARTICLE 15 – ARTICLE CONSOLIDATION

- 15.1. These amended and restated articles of incorporation consolidate all amendments into a single document.

#### ARTICLE 16 – REQUIRED ADOPTION INFORMATION

- 16.1. These amended and restated articles of incorporation were adopted by unanimous approval of the Corporation's board of directors and its stockholders.

#### ARTICLE 17 – EFFECTIVE DATE

- 17.1. The effective date of these Articles shall be the date of filing with the Florida Department of State, Division of Corporations.

*I submit this document and affirm that the facts stated herein are true. I am aware that the 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.*

Signature: Chad Justice  
Chad Justice (May 10, 2024 13:24 EDT)  
Chad Justice  
President, Director, CEO

Date: 10/05/24

Signature: Brenton Thai  
Brenton Thai (May 10, 2024 13:22 EDT)  
Brenton Thai  
Vice President, Director, COO

Date: 10/05/24

2024 MAY 15 PM 6:35  
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TALLAHASSEE, FLORIDA









# 3 - Annex I - Amended and Restated AOI

Final Audit Report

2024-05-10

Created:	2024-05-10
By:	Anessa Allen Santos (anessa@intellilaw.io)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZ4yax6vDTwXyqc-rXzj_Vu2PhnFN_Yf

## "3 - Annex I - Amended and Restated AOI" History

-  Document created by Anessa Allen Santos (anessa@intellilaw.io)  
2024-05-10 - 4:19:02 PM GMT
-  Document emailed to Chad Justice (c.justice@compli.ai) for signature  
2024-05-10 - 4:19:09 PM GMT
-  Document emailed to Brenton Thai (b.thai@compli.ai) for signature  
2024-05-10 - 4:19:09 PM GMT
-  Email viewed by Brenton Thai (b.thai@compli.ai)  
2024-05-10 - 5:22:40 PM GMT
-  Document e-signed by Brenton Thai (b.thai@compli.ai)  
Signature Date: 2024-05-10 - 5:22:56 PM GMT - Time Source: server
-  Email viewed by Chad Justice (c.justice@compli.ai)  
2024-05-10 - 5:23:49 PM GMT
-  Document e-signed by Chad Justice (c.justice@compli.ai)  
Signature Date: 2024-05-10 - 5:24:01 PM GMT - Time Source: server
-  Agreement completed.  
2024-05-10 - 5:24:01 PM GMT