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FLORIDA PROFIT/NON PROFIT CORPORATION
SOS DENTAL HEALTH CARE, CORP.

Certificate of Status	0
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Page Count	07
Estimated Charge	\$70.00

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ARTICLES OF INCORPORATION
OF
SOS DENTAL HEALTH CARE, CORP.
a Florida Not For Profit Corporation

ARTICLE I

NAME; APPLICABLE LAW

The name of the limited liability company formed pursuant to the filing of these Articles of Organization (the "*Articles*") is "SOS DENTAL HEALTH CARE, CORP." (the "*Company*"). The Company is created pursuant to and in accordance with the Florida Not For Profit, Chapter 617, Florida Statutes (as amended from time to time, the "*Not For Profit Act*"). The Company and its internal affairs shall be governed by the Not For Profit Act and the laws of the State of Florida. Unless the Company consents in writing to the selection of an alternative forum, the circuit courts in and for the State of Florida shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Company, (ii) any action asserting a claim for breach of a fiduciary duty owed by any manager, member, officer, employee or agent of the Company to the Company or the Company's members, (iii) any action asserting a claim arising pursuant to any provision of the Not For Profit Act, these Articles or the Operating Agreement (as defined below), or (iv) any action asserting a claim governed by the internal affairs doctrine, in each case subject to such courts having personal jurisdiction over the indispensable parties named as defendants therein.

ARTICLE II

MAILING AND STREET ADDRESS:

The mailing and street addresses of the initial principal office of the Company are as follows:

Miami Center Building
201 South Biscayne Boulevard, Suite 1200
Miami, Florida 33131

ARTICLE III

DURATION:

The period of duration of the Company is perpetual.

ARTICLE IV

PURPOSE:

4.01

SOS DENTAL HEALTH CARE, CORP., is a non-profit corporation and shall operate exclusively for educational and charitable purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code. SOS DENTAL HEALTH CARE's purpose is to develop, deploy, and implement social projects in the United States. Focusing on dental care and home healthcare or not, that will have as its starting point the social demands of each area. To promote

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the charity social assistance to needy communities in segments childhood, adolescence, adulthood and old age, through health, education, culture, sport, leisure and communication, but also help curb urban violence in and around rural or poor communities (men, women, children and adolescents in situations of violence) through health promotion and social projects. To disseminate educational, cultural and scientific activities conducting research, conferences, seminars, courses, training, editing publications, videos, data processing, technical assistance in environmental fields, educational, socio-cultural and communication and marketing publications, videos, services and computer programs, shirts, stickers, materials for dissemination and information about their goals. As well as to stimulate the partnership, the local dialogue and solidarity between different social groups participating in activities together with other entities that seek common interests.

To fulfill its purpose the entity will act through direct execution of projects, programs or action plans, the donation of physical, human and financial resources, or providing intermediary services to support other non-profit agencies and the public sector who work in related field and fall under the 501(c)(3) section of the internal revenue code and are operated exclusively for educational and charitable services.

4.02 Public Benefit

SOS DENTAL HEALTH CARE, CORP., is designated as a public benefit corporation.

ARTICLE V **NON-PROFIT NATURE:**

5.01

SOS DENTAL HEALTH CARE, CORP., is organized exclusively for charitable and educational purposes including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code. SOS DENTAL HEALTH CARE, CORP., will not distribute among its members the members, directors, officers, employees or donors any operating surplus, gross or net, dividends, bonuses, shares or portions of its assets, earned through the exercise of their activities, and apply them fully in achieving its social goals. In the projects, services or agreements with more than six months in duration, requiring the exclusive dedication of a member or associate, the Executive Board may establish a cost of aid within the project budget at no cost to the institution, respected professional skill Associate member.

Notwithstanding any other provision in this document, the corporation shall not carry any other activities not permitted to be carried on (i) by any organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, corresponding section of any future federal tax code or (ii) by any organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

SOS DENTAL HEALTH CARE, CORP., is not organized and shall not be operated for the private gain of any person. The property of the corporation is irrevocably dedicated to its educational and charitable purposes. No part of the assets, receipts, or net earnings of the corporation shall inure to the benefit of, or be distributed to any individual. The corporation may, however, pay reasonable compensation for services rendered, and make other payments and distributions consistent with these Articles.

5.02 Dissolution

Upon termination or dissolution of SOS DENTAL HEALTH CARE, CORP., any assets lawfully available for distribution shall be distributed to one (1) or more qualifying organizations describe in Section 501(c)(3) of the Internal Revenue Code and which organization or organizations have a charitable purpose, which at least generally, includes a purpose similar to the terminating or dissolving corporation, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

5.03 Restricted Activities

No substantial part of the corporation's activities shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene (including the publishing or distribution of statements) in any political campaign on behalf of or in opposition to any candidate for public office.

5.04 Prohibited Activities

Notwithstanding any other provision of these Articles, the corporation shall not carry on any activities not permitted to be carried on (I) by a corporation exempt from federal income tax as an organization described by Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (II) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE VI

REGISTERED AGENT:

The name and address of the initial registered agent of the Company are as follows:

Luciane F. MacArthur Tavares, Esq.
Tavares Law, P.A
201 E. Pine Street, Suite 702
Orlando, Florida 32801

ARTICLE VII

MANAGEMENT:

The Company shall be a member-managed corporation within the meaning of the Act and shall be governed by a written operating agreement entered into between and among its members (as amended from time to time, the "*Operating Agreement*"). The Operating Agreement may not be amended except as expressly provided in the Operating Agreement. The management of the Company shall be vested in the members as provided in the Operating Agreement and the members shall have the powers, duties and authority set forth in the Not For Profit Act for member-managed Not For Profit Corporations, subject to the terms and conditions of the Operating Agreement. The names and addresses of the initial members of the Company are as follows:

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Marcelo Schettini Dias Da Costa
2706 Coupe Street
Kissimmee, Florida 34746

ARTICLE VIII
EFFECTIVE DATE:

The effective date of these Articles shall be the date on which they are accepted for filing by the Department of State.

ARTICLE IX
RESTRICTIONS ON TRANSFER;
ADMISSION OF ADDITIONAL OR SUBSTITUTE MEMBERS:

Among other things, the Operating Agreement restricts the sale, transfer, pledge, hypothecation, exchange, assignment or other disposition by any means, including but not limited to those, which are voluntary, involuntary, by operation of law, by the laws of descent and distribution, or otherwise (each, a "*Transfer*"), of the Not For Profit Corporation's membership interests in the Company. Any such Transfer shall be void *ab initio* unless made in strict compliance with the terms and conditions of the Operating Agreement. In addition, no person or entity shall be admitted as a member of the Company, whether in substitution for another member or as an additional member, except in accordance with the Operating Agreement.

ARTICLE X
INDEMNIFICATION AND EXCULPATION:

A. To the fullest extent permitted by law and except as otherwise expressly provided in the Operating Agreement, a manager or member of the Corporation shall not be personally liable to the Company or to its members for monetary damages for any breach of fiduciary duty as a manager or member so long as such breach does not arise from such manager's or member's bad faith, willful or intentional misconduct, or a knowing violation of law; *provided, however*, that the foregoing shall not be construed to relieve a manager or member of any contractual liability which such manager or member has undertaken to the Company. No amendment to, modification of or repeal of this Article VIII shall apply to or have any effect on the liability or alleged liability of any manager or member of the Company for or with respect to any acts or omissions of such manager or member occurring prior to such amendment.

B. Subject to the terms and conditions of the Operating Agreement and the Not For Profit Act, the Company may indemnify, advance expenses, and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "*Covered Person*") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "*Proceeding*"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a manager, member or officer of the Company or, while a manager, member or officer of the Company, is or was serving at the request of the Company as a manager, director, officer, employee or agent of another corporation or of another legal entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including reasonable attorneys' fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except for claims for indemnification (following the final disposition of such Proceeding) or advancement of expenses not paid in full, the Company shall be required to indemnify a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person only if the

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commencement of such Proceeding (or part thereof) by the Covered Person was authorized in the specific case by the members of the Company.

ARTICLE XI
AMENDMENTS:

These Articles may not be amended except as provided in the Operating Agreement.

ARTICLE XII
OFFICERS:

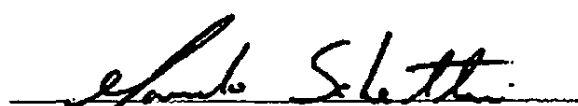
Officers of the Company shall be elected, replaced and removed by the members of the Company from time to time in accordance with the Operating Agreement. The officers shall possess the authority and power delegated to them by the members of the Company from time to time in accordance with the Operating Agreement.

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THE FOLLOWING PAGE}

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IN WITNESS WHEREOF, the undersigned Authorized Representative has submitted these Articles for the purpose of forming the Company as a Florida Not For Profit Corporation and hereby affirms that the Company has or will have at least one member as of the time these Articles become effective under the Not For Profit Act.



Marcelo Schettini Dias Da Costa
President

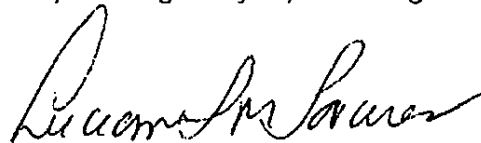
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**ACCEPTANCE OF DESIGNATION
OF
REGISTERED AGENT**

Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned submits the following statement of acceptance of designation as registered agent for the Company:

Having been named as registered agent and to accept service of process for the above-stated Non For Profit corporation at the place designated in these Articles of Incorporation, the undersigned hereby accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and is familiar with and accepts the obligations of its position as registered agent as provided for in Chapter 617 of the Florida Statutes.



Luciane F. MacArthur Tavares

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