

N16000008756

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

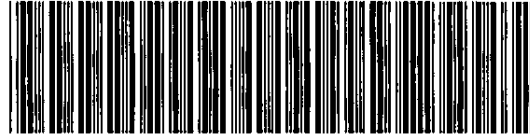
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



000289362680

08/30/16--01010--002 **84.75

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
16 AUG 30 PM 12:38

09/08/16

COVER LETTER

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

SUBJECT: OOA International Industries, Inc.

(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☐ \$70.00
Filing Fee

☒ \$78.75
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Bernard Timothy Long
Name (Printed or typed)

Post Office Box 520778
Address

Longwood, Florida 32752
City, State & Zip

407-599-1700
Daytime Telephone number

btlong_cpa@yahoo.com.
E-mail address: (to be used for future annual report notification)

\$78.75

\$1.00 for LACU Price

Over 8

14 - 8 = \$6.00

BTML Enclosed

\$84.75

NOTE: Please provide the original and one copy of the articles.

**ARTICLES OF INCORPORATION
OF**

OOA INTERNATIONAL INDUSTRIES INC.

**Advocate Of The Hopeless And Even Of The Impossible
Overcoming Obstacles, Adversity, Hard Times, Challenges And Not Giving Up**

A Florida Non-Profit Corporation

Article of Incorporation of the undersigned, all whom are being of all legal age and citizens of the United States, and acting as incorporators and desiring to form a Non-Profit Corporation under the Non-Profit Corporation Law and in compliance with Chapter 617 of Florida State Law do hereby certify

**ARTICLE I
NAME OF CORPORATION**

The name of the Corporation shall be:

OOA INTERNATIONAL INDUSTRIES INC.

A Florida Non-Profit Corporation.

(hereinafter called the Corporation)

**ARTICLE II
PRINCIPAL OFFICE AND MAILING ADDRESS OF CORPORATION**

2.1) The principal place of business of the Corporation is:

895 Franklin Street
Altamonte Springs, Florida 32701

2.2) The principal mailing address of the Corporation is:

Post Office Box 520778
Longwood, Florida 32752-0778

2.3) The Corporation may, from time to time, in the manner provided by law, change the registered agent and the registered office within the State of Florida. The Corporation may also maintain an office or offices for the conduct of its business, either within or without the State of Florida.

**ARTICLE III
PRINCIPAL OFFICE AND MAILING ADDRESS OF REGISTERED AGENT**

3.1) The name of the initial registered agent and the street address of the initial registered office in the State of Florida where process may be served upon the corporation is Bernard T. Long and The Corporation's current address.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
16 AUG 30 PM 12:38

3.2) The principal place of business of the Registered Agent's is:

895 Franklin Street
Altamonte Springs, Florida 32701

3.3) The principal mailing address of the Statutory Registered Agent's office in the State of Florida is:

Post Office Box 520778
Longwood, Florida 32752-0778

3.4) The Corporation may, from time to time, in the manner provided by law, change the Statutory Resident Agent and the Resident Agent's address within the State of Florida.

ARTICLE IV PURPOSE

4.1) The Corporation is organized exclusively for charitable, scientific, religious and educational purposes within the meaning of § 501(c)(3) of the Internal Revenue Code, as may be amended, its regulations, or the corresponding provisions of any applicable future United States Internal Revenue law or regulations (hereafter collectively referred to as the "Code") and Section 617 of the Florida Revised Statutes, as amended (the "Statutes"), and such purposes shall, include, but not be limited to, the following:

4.2) This corporation is organized to be operated exclusively as a nonprofit public benefit corporation to provide certain public benefit and charitable services. The purpose of the social services programs at OOA International Industries Inc. is to offer an avenue toward economic self-sufficiency for people who are vocationally challenged, disabled or disadvantaged by providing the opportunity for them to develop those work habits and skills necessary to compete at their maximum ability level in the competitive labor market. The purpose of the industrial enterprises at OOA International Industries Inc. is to provide a work setting for the vocational programs in a realistic business operation that maximizes the agency's and the individual's economic self-sufficiency while conserving and increasing the communities' human and material resources

4.3) It shall operate a series of Thrift Stores in areas where the need is the greatest.

4.4) It shall provide rehabilitation services, training, employment and opportunities for personal growth as an interim step in the rehabilitation process for the handicapped, disabled and the disadvantaged who cannot be readily absorbed in the competitive labor market or during such time as the employment opportunities for them in the competitive labor market do not exist. Through the skillful use of recognized techniques of rehabilitation, social work, life guidance, evaluation, training and useful employment, this corporation shall seek to assist the handicapped, the disabled, and the disadvantaged to attain the fullest development of which they are capable.

4.5) To help those who are victims of fraud (especially those over the age of 60 years) by 1.) Identifying the deception practiced in order to secure unfair or unlawful gain; 2) Identifying the deception practiced in order to secure unfair or unlawful gain, 3.) Identifying the deception practiced in order to secure unfair or unlawful gain, 4.) Identifying any act, expression, omission, or concealment that deceives another to his or her disadvantage; *specifically*, it is: (A) a misrepresentation, omission or concealment of some fact material to a transaction; and (B) it is made with knowledge (or the reasonable expectation that the perpetrator should know) that it is false or is made in reckless disregard of its truth or falsity and (C) with the intent to deceive another and (D) that is reasonably relied on by the other who is injured thereby 5.) Identifying the piece of trickery; a trick 6.) Identifying and describing the person who commits the act.

ARTICLE V POWERS

The powers of the Corporation shall be provided in the bylaws of the Corporation in accordance with Chapter 617, Florida Statutes with the following limitations within the meaning of §501(c)(3) of the Internal Revenue Code, as may amended:

a.) To provide intentional, holistic programs that seek to meet the spiritual, physical, social, emotional, and educational needs of our urban neighborhood by establishing services, programs, education, training, recreational activities and other benevolent undertakings.

b.) To act as Trustee, to administer trusts, to receive and administer funds for religious, charitable, and educational purposes,

and to that end to take title to and hold, by contract, bequest, devise, gift, purchase or lease, either absolutely or in trust, any property, real, personal and mixed, without limitations as to amounts or value, except as to such limitations, if any, as may be imposed by law;

c.) To receive, administer and participate in charitable remainder trusts, unitrusts and other like trusts, to the extent this Corporation is lawfully permitted to do so; to sell, convey and dispose of any such property and to invest and reinvest the principal and income thereof, and to deal with and expend the principal and income of this Corporation for any of the aforementioned objects and purposes, without limitation, except as to such limitations, if any, as may be contained in the instrument under which such property is received or other limitations imposed bylaw;

d.) To receive deposits from local persons, Corporations and other organizations as may be permitted or authorized by applicable law; to pay interest on such deposits;

e.) To receive any property, real, personal or mixed in trust, under the terms of any will, trust or other instrument for the foregoing purposes or any of them, and in administering same to carry out the directions and exercise the powers contained in the trust instrument under which the property is received, including the expenditure of the principal, as well as the income, for one or more of such purposes, if authorized or directed in the trust instrument under which it is received; to receive, take title to, hold, and use the proceeds and income of stocks, bonds, obligations, or other securities of any Corporations or Corporation, domestic or foreign, only for the foregoing powers, or any of them;

f.) To acquire, receive and accept, by way of grant, gift, devise, bequest, purchase, lease or otherwise, money and real and personal property of every kind, nature and description, without limitation as to amount or value, including securities (which term, for all purposes hereof, includes without limiting the generality thereof, shares of stock, bonds debentures, notes, mortgages or other obligations, and any certificates, receipt or other instruments, representing any rights or interest therein or with respect thereto), created or issued by any person, firm, association, Corporation or government or subdivision thereof; to exercise as owner or holder of any such property any and all rights, powers and privileges in respect thereof, to hold, administer, sell, convey, dispose of, invest and reinvest such property and the income and proceeds thereof; to use, apply or disburse any of its property or the income or the proceeds thereof, exclusively for or toward any one or more of its purposes as enumerated in this Article IV;

g.) To solicit the donation or investment of funds from boards, agencies, institutions, or individuals; to receive, hold, invest, reinvest, and administer such funds and other property which may be given, transferred, conveyed or entrusted to it in an investment fund or mortgage pool; to issue receipts to such donors and holders of participation certificates, notes or debentures for their gifts, or as the case may be, their interest in or their loans to such investment fund or mortgage pool; and to the extent determined by the Board of Directors, to invest in stocks, bonds, or other securities, without being limited to so-called legal investments for fiduciaries; to collect the interest or income therefore; to pay to investors such interest upon their investments as may be determined by the certificates of participation, notes or debentures or contracts with the Corporation; to purchase, sell, exchange or otherwise dispose of, pledge, mortgage, or hypothecate, all kinds of securities, and to exercise any and all of said powers, either on its own account, or as agent or trustee for other persons, firms, Corporations, or other organizations;

h.) To enter into, make or perform contracts of every kind and description with any person, firm, association or Corporation, municipality, body politic, country, territory, state government or colony or dependency thereof.

i.) To enter into, make or perform contracts of every kind and description with any person, firm, association or Corporation, municipality, body politic, country, territory, state government or colony or dependency thereof.

j.) To borrow money and incur indebtedness in such amount as may be deemed necessary or proper, to make and issue notes, and other forms of evidences of indebtedness, secured or unsecured, for moneys borrowed or in payment for property acquired, or for any of the other objects or purposes of the Corporation; and to secure the payment of such indebtedness by mortgage, deed of trust or deeds of trust upon, or by the pledge of or other lien upon, any or all of the real and/or personal property, rights, privileges, franchises or permits of the Corporation, wheresoever situated, acquired or to be acquired; provided, however, the Corporation may not sell, mortgage, lease or otherwise dispose of or encumber all or any substantial portion of its property unless such sale, mortgage, lease or other disposition or encumbrance is authorized at a meeting of the members thereof by the affirmative vote of not less than two-thirds of all of the members of the Corporation, and unless the notice of such proposed sale, mortgage, lease or other disposition or encumbrance shall have been contained in the notice of the meeting; provided, however, that notwithstanding anything herein contained, the board of directors of the Corporation, without authorization by the members thereof, shall have full power and authority to authorize the execution and delivery of a mortgage or mortgages or a deed or deeds of trust upon, or the pledging or encumbering of, any or all of the

property, assets, rights, privileges, licenses, franchises and permits of the Corporation, whether the property, assets, rights, privileges, licenses, franchises and permits of the Corporation, whether acquired or to be acquired, and wherever situated, as well as the revenues and income therefore, all upon such terms and conditions as the board of directors shall determine, to secure any indebtedness of the Corporation to the United States of America or any instrumentality or agency thereof; provided further that the board of directors may upon the authorization of a majority of those members of the Corporation present at a meeting of the members thereof, sell, lease, or otherwise dispose of all or a substantial portion of its property to another Corporation or foreign Corporation doing business in this State pursuant to the Act under which this Corporation is incorporated, or to a municipality or other body politic or subdivision thereof. To borrow or raise money for any of the purposes of the Corporation, without limits as to amount, and in connection therewith to grant collateral or other security either alone or jointly with any person, firm, or Corporation, and to make, execute, draw, accept, endorse, discount, pledge, issue, sell, or otherwise dispose of promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other evidences of indebtedness, negotiable or non-negotiable, transferable or non-transferable, and to confer upon the holders of any of its obligations such powers, rights and privileges as from time to time may be deemed advisable by The Board Of Directors, to the extent permitted under the General Corporation Law of The State Of Florida; to lend and advance money, extend credit, take notes, open accounts and every kind and nature of evidence of indebtedness and collateral security in connection therewith.

k.) To negotiate for, purchase, sell, hire, exchange, take or grant on building or other lease or agreement for building or other lease or otherwise acquire or deal with real or personal property of all kinds, and in particular, estates, lands, houses, buildings, warehouses, machinery, plant, stores, licenses, concessions, rights of way and right of water, and any rights, easements, privileges or interest which the Directors of the Corporation may consider advisable, and to work, manage, mortgage, lease or otherwise deal with the whole or any part of such property or rights, whether belonging to the Corporation or otherwise, and to erect and construct houses, buildings and works of every description, and to clear, manage, farm, cultivate, plant, work or improve any land or buildings which, or any interest in which, may belong to the Corporation, and to deal with, or otherwise turn to account, any farm or other products of any such land

l.) To have one or more officers, conduct and carry on its business and operations and promote its objects within and without the State of Florida, in other states, the District of Columbia, the territories, colonies and dependencies of The United States, and in foreign countries, without restriction as to place or amount, but subject to the laws of such state, district, territory, dependency or country.

m.) To make payments of donations or do any other act non inconsistent with law that furthers the business and affairs of the Corporation.

n.) To do all and anything necessary, suitable, convenient, or proper in the accomplishment of any of the purposes of the attainment of any one or more of the objects herein enumerated or incidental to the powers herein named, or which shall at any time appear conducive to or expedient for the protection or benefit of the Corporation in any property or otherwise; and all general powers given to the Corporation by the laws of the State of Florida.

o.) To do each and everything necessary, suitable and proper for the accomplishment of any one or more of the purposes herein enumerated, or of any of the objects, or the furtherance of any of the powers, hereinabove set forth, either alone or in association with other Corporations, firms or individuals, or any other entry as may be necessary, and to every other act or acts, things or things, incidental or appurtenant to or growing out of or connected with the aforesaid objects or purposes or any part or parts thereof, or which may at the time appear conducive to or expedient for the protection or benefit of this Corporation and to do said acts as fully and to the same extent as natural persons might, or could do in any art of the world as principals, agents, partners, trustees or otherwise, provided the same not be inconsistent with the laws under which this Corporation is organized.

p.) To engage in any lawful business in any lawful manner in any place in this state, Nation, or any place or country in the world, whenever, desires and upon compliance and in accordance with and pursuant to the laws, rules, statutes, treaties, regulations and customs thereof, including foreign investigation, domestic investigations, skip tracing and any other lawful business now or hereafter authorized to be conducted lawful in this or any other lawful business now or hereafter authorized to be conducted lawful in this or any other lawful business now or hereafter authorized to be conducted lawful in this or any other country in the world.

q.) To exercise any, all and every power under which a non profit Corporation organized under the provisions of the Florida Not For-Profit Corporation Act, as from time to time may be amended, for religious, charitable or educational purposes, can be authorized to exercise.

ARTICLE VI
RESTRICTIONS ON POWERS

FURTHER:

6.1) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributed to its members, directors, officers or other private interests. However, the Corporation shall be authorized and empowered to pay a reasonable flat salary for services rendered by its employees and to make payments and other distributions in furtherance of the purposes set forth in Article IV.

6.2) Only an insubstantial amount of the activities of the Corporation shall be in furtherance of a purpose not set forth in Article IV.

6.3) Only an insubstantial amount of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, within the meaning of §501(c)(3) of the Internal Revenue Code, as may be amended, unless the Corporation elects the provisions of § 501(h) of the Internal Revenue Code, as may amended.

6.4) In no event shall the Corporation have the power to participate in, or intervene in, including the publishing or distributing of statements, any political campaign on behalf of, or in opposition to, any candidate for public office, all within the meaning of § 501(c)(3) of the Internal Revenue Code, as may be amended.

6.5) In the event the Corporation chooses to litigate, using its own staff attorneys on behalf of its members or other clients, and the Corporation shall comply with the guidelines provided within Revenue Procedure 92-59, 1992-2 C.B. 411-12, as may be amended, superseded or modified. The bylaws of the Corporation shall adopt these provisions accordingly.

6.6) In the event of dissolution, the residual assets of the Corporation will be turned over to one or more organizations which themselves are exempt of organizations described in Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, 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 the Circuit Court of the county in which the principal office of the Corporation is than located, exclusively for such purposes or to such organization or organizations as said Court shall determine, which are organize and operated exclusively for such purposes.

6.7) In particular, but without limitation of the generality of the foregoing paragraph, during such time as the Corporation may be considered a private foundation as defined in Section 509(a) of the Internal Revenue Code of 1986 (or corresponding provisions of any subsequent Revenue Laws) it shall not:

(i) fail to distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986 (or corresponding provisions of any subsequent Revenue Laws);

(ii) engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986 (or corresponding provisions of any subsequent Revenue Laws);

(iii) retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986 (or corresponding provisions of any subsequent Revenue Laws);

(iv) make any investment in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986 (or corresponding provisions of any subsequent Revenue Laws); or

(v) make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986 (or corresponding provisions of any subsequent Revenue Laws).

(vi) absolutely refrain from participating in the political campaigns of candidates for local, state, or federal office.

(vii) no further non-exempt purposes more than insubstantially.

(viii) not operate for the primary purpose of conducting a trade or business that is not related to its exempt purposes.

(ix) not engage in activities that are illegal or violate fundamental public policy.

6.8) Notwithstanding the restrictions imposed in this paragraph, if Section 508(e) of the Code and Section 43-1212 of the Statutes are amended to remove the requirement that any or all of the restrictions contained herein are to be included in the governing instrument of the Corporation, then such of the foregoing restrictions as are no longer required to be so included shall be deemed deleted and shall have no further force or effect.

ARTICLE VII CORPORATE PROPERTY

The property of this Corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the winding up of the Corporation, its assets remaining after payment, or provision for payment of all debts and liabilities of this shall be distributed to a nonprofit fund, foundation or Corporation which is organized and operated exclusively for charitable purposes which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

ARTICLE VIII LIMITATIONS

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in the articles hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaigns on behalf of any candidate for public office. Notwithstanding any other provision of these articles, this Corporation shall not, except to an insubstantial degree, engage in any activities (a) by a Corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1986, or (b) the corresponding provisions of any future United States Internal Revenue Laws.

ARTICLE IX DISSOLUTION

Upon the dissolution of this Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all its assets exclusively for the purposes of the Corporation in such a manner, to such organization organized and operated exclusively for charitable, educational, religious purposes under the meaning of Section 501 (c)(3) of the Internal Revenue Code, or corresponding Section of any future Federal Tax Code, as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Superior Court in the County where the principal office of the Corporation is then located, exclusively for such purposes or to such organizations as said Court shall determine which are organized and operated exclusively for such purposes.

ARTICLE X PRIVATE PROPERTY

The private property of the directors, members, officers, employees and agents of the Corporation shall be forever exempt from any and all debts of every kind and nature incurred by the Corporation, and as authorized by the laws of this State.

ARTICLE XI BOARD OF DIRECTORS

The Board of Directors shall consist of 3 (three) directors. The names and addresses of the persons who are to serve as the directors until the first annual meeting of the members, or until their successors are elected and qualify are:

Bernard T. Long	895 Franklin Street, Altamonte Springs, Florida 32701
Michael P. Long	895 Franklin Street, Altamonte Springs, Florida 32701
Renee Mandez	895 Franklin Street, Altamonte Springs, Florida 32701
William R. Waites	895 Franklin Street, Altamonte Springs, Florida 32701
Frederick D. Krueger	895 Franklin Street, Altamonte Springs, Florida 32701

ARTICLE XII

INDEMNIFICATION

12.1) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal administrative, arbitrative of investigation, any appeal in such action, suit or proceeding and any inquiry or investigation which could lead to such an action, suit or proceeding by reason of the fact that such a person is or was a Director, officer, employee or agent of the Corporation, or any predecessor of the Corporation, or is or was serving at the request of the Corporation, or any predecessor of the Corporation as a Director, officer, employee, partner, venturer, proprietor, trustee, agent or similar functionary (Management Official) of another foreign or domestic Corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprises ("Other Entity"), against expenses (including court costs and attorneys' fees). Judgment, penalties, fines, excise taxes and amounts paid in connection with such action, suit or proceeding to the full extent of the law).

12.2) The Corporation shall not indemnify any person in any proceeding that is a result of an action by, or in the right of the Corporation. The Corporation will indemnify any person who acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation and; with respect to any criminal action or proceeding had no reasonable cause to believe his or her action was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere of its equivalent shall not, or itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, that the person did not act in good faith and in a manner which he or she reasonably believed to be in, not opposed to, the best interests of the Corporation or with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

12.3) The Company shall indemnify the Indemnitee and his or her executors, administrators or assigns, for any Expenses (as defined below) that the Indemnitee is or becomes obligated to pay in connection with any Proceeding. As used in this Agreement the term "Proceeding" shall include any threatened, pending or completed claim, action, suit, investigation or proceeding, whether brought by or in the right of the Company or otherwise and whether of a civil, criminal, administrative or investigative nature, in which the Indemnitee may be or may have been involved as a party, witness or otherwise, by reason of the fact that Indemnitee is or was a director or officer of the Company, by reason of any actual or alleged error or misstatement or misleading statement made or suffered by the Indemnitee, by reason of any actual or alleged action taken by him or her or of any actual or alleged inaction on his or he or she was serving at the request of the her part while acting as such director or officer, or by reason of the fact he or she was serving at the request of the Company as a director, trustee, officer, employee or agent of another Corporation, partnership joint venture, trust or other enterprise; *provided, however*, that Indemnitee shall not be entitled to indemnification hereunder to the extent that Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and, in the case of a criminal proceeding, in addition had reasonable cause to believe that his or her conduct was not in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company. The term "other enterprise" shall include (without limitation) employee The term "other enterprise" shall include (without limitation) employee benefit plans and administrative committees thereof, and the term "fines" shall include (without limitation) any excise tax assessed with respect to any employee benefit plan. Any Corporation, partnership limited liability company or other entity on behalf of which Indemnitee may be deemed to be acting in connection with his or her service to the Company shall be entitled to the benefits of the indemnity provided for by this Agreement to the same extent and under the same conditions upon which Indemnitee is entitled to such indemnity.

12.4) If a claim or request under this Agreement is not paid by the Company, or on its behalf, within 30 calendar days

after a written claim or request has been received by the Company, then the Indemnitee may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim or request and if successful in whole or in part, the Indemnitee shall be entitled to be paid also the Expenses of prosecuting such suit. The burden of proving that the Indemnitee is not entitled to indemnification for any reason shall be upon the Company.

12.5) Upon any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

12.6) The Company shall not be liable under this Agreement to pay any Expenses in connection with any claim made against the Indemnitee (a) to the extent that payment is actually made to the Indemnitee under a valid, enforceable and collectible insurance policy; (b) to the extent that the Indemnitee is indemnified and actually paid otherwise than pursuant to this Agreement; (c) in connection with a judicial action by or in the right of the Company, in respect of any claim, issue or matter as to which the Indemnitee shall have been adjudged to be liable to the Company unless and only to the extent that any court in which such action was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the Indemnitee is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper; (d) if and to the extent that it is proved by final, non-appealable judgment in a court of law or other final adjudication to have been based upon or attributable to the Indemnitee's in fact having gained any personal profit or advantage to which he or she was not legally entitled; (e) for a disgorgement of profits made from the purchase and sale by the Indemnitee of securities pursuant to Section 16(b) of the Securities Exchange Act of 1934, as amended, and amendments thereto or similar provisions of any state statutory law or common law; or (f) for any judgment, fine or penalty which the Company is prohibited by applicable law from providing indemnity hereunder.

12.7) Notwithstanding any other provision of this Agreement, to the extent that the Indemnitee has been successful on the merits or otherwise in defense of any Proceeding or in defense of any claim, issue or matter therein, including dismissal without prejudice, Indemnitee shall be indemnified against any and all Expenses incurred in connection therewith.

12.8) If the Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, but not, however, for the total amount thereof, the Company shall nevertheless indemnify the Indemnitee for the portion of such Expenses to which the Indemnitee is entitled.

12.9) Expenses incurred by the Indemnitee in connection with any Proceeding, except the amount of any settlement, shall be paid by the Company in advance promptly upon request of the Indemnitee that the Company pay such expenses. The Indemnitee hereby undertakes to repay to the Company the amount of any Expenses theretofore paid by the Company to the extent that it is ultimately and finally determined or that the Indemnitee is not entitled to indemnification.

12.10) The Indemnitee, as a condition precedent to his or her right to be indemnified under this Agreement, shall give to the Company notice in writing as soon as practicable of any claim made against him or her for which indemnity will or could be sought under this Agreement, but a failure to give such notice will affect the obligations of the Company hereunder only to the extent that the Company is actually and materially prejudiced thereby. Notice to the Company shall be given at its corporate headquarters and shall be directed to the corporate secretary (or such other addressee as the Company shall designate in writing to the Indemnitee); notice shall be deemed received if sent by prepaid mail properly addressed, the date of such notice being the date postmarked. In addition, the Indemnitee shall give the Company such information and cooperation as it may reasonably require in connection with such claim.

12.11) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument.

12.12) Nothing herein shall be deemed to diminish or otherwise restrict the Indemnitee's right to indemnification under

any provision of the Certificate of Incorporation or bylaws of the Company and amendments thereto or under law.

12.13) This Agreement shall be governed by and construed in accordance with Florida law, without giving effect to the principles of conflict of laws thereof.

12.14) Wherever there is conflict between any provision of this Agreement and any applicable present or future statute, law or regulation contrary to which the Company and the Indemnitee have no legal right to contract, the latter shall prevail, but in such event the affected provisions of this Agreement shall be curtailed and restricted only to the extent necessary to bring them within applicable legal requirements.

12.15) The provisions of this Agreement shall apply with respect to the Indemnitee's service as a director of the Company prior to the date of this Agreement and with respect to all periods of such service after the date of this Agreement, even though the Indemnitee may have ceased to be a director of the Company.

12.16) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors and permitted assigns.

12.17) The indemnification provided in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under these Articles, the Corporation's Bylaws, any issuance or other agreement, vote or members or disinterested Directors, or otherwise, both as to actions, in their official capacities and as to actions in other capacities, while holding such offices, and shall continue as to a person who has ceased to be a Director; officer; employee or agent and shall inure to the benefit of the heirs, executors and administration of such person, provided that no indemnification shall be made to or on behalf of an individual if a judgment or their final adjudication established that his/her acts or omissions (i) where in breach of his/her duty of loyalty to the Corporation or its members; (ii) where not in good faith or involved a knowing violation of law, or (iii) resulted in the receipt of an improper personal benefit, willful misconduct or a conscious disregard for the best interests of the Corporation, (iv) in a proceeding by or in the right of the Corporation to procure a judgment in its favor or in a proceeding by or in the right of a shareholder.

12.18) A director, officer, employee, or agent of the Corporation who is or was a party to a proceeding may not apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or in another court of competent jurisdiction.

12.19) Upon resolution passed by the Board of Directors; the Corporation may purchase and maintain insurance on behalf of any person who is or was a Director; officer; employee; or agent of the Corporation, or was serving at the request of the Corporation as a Managerial Official of an Other Entity, against any liability asserted against him/her or incurred by him/her in such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of these Articles.

12.20) The duties of the Corporation to indemnify and to advance expenses to a Director, officer, employee, or agent in this Article shall be in a nature of a contract between the Corporation and each such individual, and no amendment or repeal of any provision of this Article shall either, to the detriment of such individual, the right of such individual to the advancement of expenses or indemnification related to a claim based on an act or failure to act which took place prior to such amendment or repeal.

12.21) No Director shall be liable to the Corporation or its members for monetary damages for an act or omission in the Director's capacity as a Director, except that this Article does not authorize the elimination or limitation of the liability of a Director to the extent the Director is found liable for: (i) a breach of the Director's duty of loyalty to the Corporation or its members; (ii) an act or omission not in good faith which constitutes a breach of duty of the Director to the Corporation or an act or omission which involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the Director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's office; (iv) an act or omission for which the liability of a Director is expressly provided an applicable statute.

12.22) The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which any person may be entitled.

12.23) No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified person under this Article shall apply to such person with respect to those acts or omissions which occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted by or was made with the written consent of such indemnified person.

12.24) This Article constitutes a contract between the Corporation and the indemnified officers, directors, and employees. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified officer, director, or employee under this Article shall apply to such officer, director, or employee with respect to those acts or omissions which occurred at any time prior to such amendment or repealed.

ARTICLE XIII ANNUAL MEETING

The annual meeting of the Board of Directors is to be held at a place either within or without this State as as fixed by the Bylaws.

ARTICLE XIV MEETINGS

14.1) After incorporation, the appropriate members of the Corporation shall hold an organizational meeting in accordance with Florida Statutes, as amended.

14.2) The board of directors of the Corporation may participate in a regular or special meeting by, or conduct the meeting through, the use of any means of communication which allows all directors participating to simultaneously hear one another. A director participating in such a meeting is deemed present at the meeting. In the alternative, the board of directors may take actions through signed e-mail communications provided all board members agree.

ARTICLE XV ELECTION OF CORPORATE DIRECTORS

The directors of the Corporation shall be elected in accordance with methods and qualifications specified in the bylaws of the Corporation. In no event, shall the number of directors be fewer than three.

ARTICLE XVI DURATION

The existence of this Corporation shall be perpetual unless sooner terminated as provided for by law.

ARTICLE XVII NON DISCRIMINATORY POLOCY

This Corporation, including all of its assistance programs and sponsored activities admits participants of any race, color and national or ethnic origin, to all the rights, privileges, programs and activities generally accorded or made available to other participants in any of its educational or sponsored programs. It does not discriminate on the basis of race, color, national or ethnic origin in administration of its educational policies, admissions policies, assistance, shelter, aid, backing, benefit, help, compensation, relief, services, support, assistance, comfort, care, charity, encouragement, ministry, athletic and other educational or similar sponsored programs and religious guidance.

ARTICLE XVIII TERM OF EXISTENCE

The date when corporate existence shall commence shall be the date of filing of these Articles of Incorporation in the

office of the Secretary of State of the State Of Florida and the Corporation shall have perpetual existence thereafter.

ARTICLE XIX OFFICERS

The officers of the Corporation shall be a President, Secretary, and Treasurer and such other officers as may be provided by the Bylaws. Officers shall be elected Annually by the Board of Directors at its annual meeting. The names and address of the persons, who are to serve as officers of the Corporation until the first meeting of the Board Of Directors are:

President Bernard T. Long 895 Franklin Street, Altamonte Springs, Florida 32701

Treasurer Michael R. Long 895 Franklin Street, Altamonte Springs, Florida 32701

Secretary Frederick D. Krueger 895 Franklin Street, Altamonte Springs, Florida 32701

ARTICLE XX MEMBERSHIP

The designation of the class of members, qualifications thereof, and all rights, privileges and powers vested and reserved to members shall be fixed by the Bylaws, except that the power to alter, amend or repeal the Bylaws or adopt Bylaws, subject to repeal or change by the action of the members, shall be vested and reserved to members. The right of members, or classes of members to vote, may be limited, enlarged or denied to the extent provided in the Bylaws and unless so limited, enlarged or denied each member, regardless of class, shall be entitled to one vote on each matter submitted to a vote of the members. A member entitled to vote may vote in person, or unless otherwise prohibited by the Bylaws, vote by a proxy duly executed by the member or his or her duly authorized attorney-in-fact. Meetings of members shall be held at such place within or without the State in accordance with the Bylaws, or if such place is not provided, then all such meetings shall be held at the principal office of this Corporation. An annual meeting of the voting members shall be held at such time and place as fixed by the Bylaws. And at such meeting, the members shall elect directors to replace those directors whose terms expire on the date of such annual meeting, and conduct any other business that may lawfully come before the members for a vote. Such directors shall be elected by a simple majority of all members entitled to vote. Special meetings of the members may be called either by one-third of the Board of Directors, or by at least one-tenth (1/10) of the voting members.

ARTICLE XXI AMENDMENT OF ARTICLES OF THE CORPORATION

The Corporation by resolution adopted by a unanimous vote of those entitled to vote attending an annual meeting or a special meeting called for such purpose, reserves the right to amend, alter, change or repeal any provision contained in these Articles in the manner now or hereafter prescribed by law. No amendment, addition, alternation, change or repeal of these Articles shall be made unless it is first approved by the Board of Directors pursuant to a resolution adopted by the affirmative vote of a unanimous approval of the Directors, then in office and thereafter is approved.

ARTICLE XXII AMENDMENT OF BYLAWS OF THE CORPORATION

The Corporation, by resolution adopted by a unanimous vote of those entitled to vote attending an annual meeting or a special meeting called for such purpose, reserves the right to amend, alter, change or repeal any provision contained in the Bylaws in the manner now or hereafter prescribed by law. No amendment, addition, alternation, change or repeal of these Bylaws shall be made unless it is first approved by the Board of Directors pursuant to a resolution adopted by the affirmative vote of a unanimous approval of the Directors, then in office and thereafter is approved.

ARTICLE XXIII FISCAL YEAR

Fiscal year of the corporation. Unless the board of directors shall select another date through a duly adopted resolution, the fiscal year of the corporation shall begin on the first day of January of each year and end on the 31st day of December.

ARTICLE XXIV SEVERABILITY

Whenever possible, each provision of these Articles will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of these Articles is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but these Articles will be reformed, constructed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XXV COUNTERPARTS

These Articles may be executed in separate counterparts each of which will be an original and all of which taken together will constitute one and the same Articles.

ARTICLE XXV TERMINATION

These Articles will terminate upon the earliest to occur of: (a) the completion of any voluntary or involuntary liquidation or dissolution of the Corporation and (b) the completion of a Disposition Event.

ARTICLE XXVI DESCRIPTIVE HEADINGS

The descriptive headings of this Articles are inserted for convenience only and do not constitute a part of this Articles.

ARTICLE XXVII CONSTRUCTION

The language used in These Articles will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

ARTICLE XXVIII CORPORATION EXISTENCE

The Corporation existence of the Corporation begins when the articles of incorporation bearing the approval stamp of the department are filed with the State Of Florida.

ARTICLE XXIX NON-STOCK CORPORATION

The Corporations is organized on a non-stock basis.

ARTICLE XXIX NON-STOCK CORPORATION

The corporation has no authority to issue capital stock.

ARTICLE XXX

NAME AND ADDRESS OF INCORPORATOR

Bernard Timothy Long

30.1) The actual address of the Incorporator is::

895 Franklin Street
Altamonte Springs, Florida 32701

30.2) The principal mailing address of the Incorporator is::

Post Office Box 520778
Longwood, Florida 32752-0778

I accept the position of the Incorporator:

Bernard Timothy Long
Bernard Timothy Long

August 25, 2016
Date Signed

BERNARD TIMOTHY LONG

ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY AND INTERPRETATION OF THESE ARTICLES WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

I THE UNDERSIGNED, for the purpose of forming a Corporation under the laws of the State of Florida, do make, file and record these Articles of Incorporation, hereby declaring and certifying that this is my act and deed and that the facts herein stated are true and accordingly have hereunto set my hand and acknowledged and filed in the Office of the Department of State, Division of Corporations, State of Florida the foregoing Articles of Incorporation, under Chapter 617 of the laws of the State of Florida.

By:

Bernard Timothy Long
Bernard Timothy Long

BERNARD TIMOTHY LONG
Name
(Printed Name)

AUGUST 25, 2016
Date

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
16 AUG 30 PM 12:38

DESIGNATION OF AND ACCEPTANCE BY REGISTERED AGENT

The following is submitted in compliance with the laws of the State of Florida, Chapter 617 of the Florida Statutes. 4.2). A Florida Non-Profit Corporation, organizing under the laws of the State of Florida has named:

Bernard Timothy Long

Physical Address: 895 Franklin Street, Altamonte Springs, Florida 32701

Telephone Number: 407-599-1700

as its Agent to accept service of process within this State.

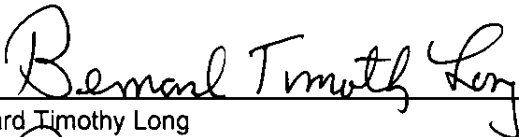
ACCEPTANCE:

I, Bernard Timothy Long, agree to act as the Registered Agent Of OOA International Industries Inc. A Florida Non-Profit Corporation

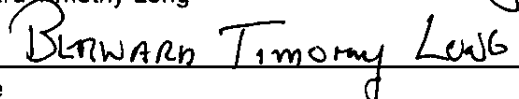
And

I agree to accept service of process, to keep the office open during prescribed hours, to post my name (and any other officers of said corporation authorized to accept service of process of the above designated address) in some conspicuous place in the office as required by law. I am, familiar with, and accept the obligations of the position of Registered Agent of OOA International Industries Inc. A Florida Non-Profit Corporation

By:

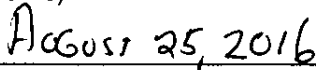


Bernard Timothy Long



Name

(Printed Name)



Date

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
16 AUG 30 PM 12:38