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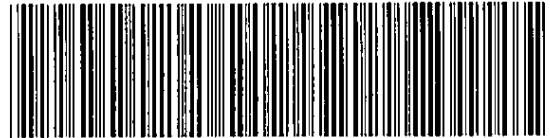
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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Articles Of Incorporation

FOR

Nonprofit, 501c3

ARTICLE I

Company Formation

ARTICLE I: NAME OF THE CORPORATION

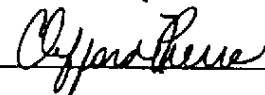
The name of the corporation is DCR3 Group, Corp. ("the corporation").

The Principle Business address is:

43 Hickory Course Radial
Ocala, Florida 34472

- 1.1. **FORMATION.** The Members have formed a Nonprofit ("DCR3 Group, Corp.") according to the laws of the state in which the Company was formed. This operating agreement is entered into and effective as of the date it is adopted by the members.
- 1.2. **REGISTERED AGENT.** I Clifford Pierre am familiar with DCR3 Group Corp and duly accept the duties and responsibilities as **Registered Agent** for said corporation DCR3 Group, Corp. Registered Agent Address: 6461 Racquet Club Drive, Lauderhill, Florida 33319.

Registered Agent Acceptance Signature: _____



- 1.3. **TERM.** The Company will continue perpetually unless, (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or (b) Any event which causes the Company's business to become unlawful; or (c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or (d) Any other event causing dissolution of the Company under applicable state laws.
- 1.4. **CONTINUANCE OF COMPANY.** In the event of an occurrence described in ARTICLE 1.3(c), if there are at least two remaining Members, those Members have the right to continue the business of the Company. This right can be exercised only by the unanimous vote of the remaining Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.3(c). If not exercised, the right of the Members to continue the business of the Company will expire.
- 1.5. **BUSINESS PURPOSE.** The Company will conduct any lawful business deemed appropriate in carrying out the company's objectives. The purpose for which the corporation is organized is to: Provide Services and Products in the health care community. We will provide AI Technology merged into the Telehealth care and delivery system. Also new merging technology from imaging, neurological, diabetics, training, data collection and management, research, products, community health fairs, health care services in both physical, occupational and speech therapy. Our goal is to have a positive health care solution and system.

- 1.6. **PRINCIPAL PLACE OF BUSINESS.** The Company's principal place of business is stated in **ARTICLE I** as selected by the Officers /Managers.
- 1.7. **THE MEMBERS.** The name and residential address of each member are listed in **Exhibit 2** attached to this Agreement.
- 1.8. **ADMISSION OF ADDITIONAL MEMBERS.** Additional members may only be admitted to the Company through a Certificate of New Membership issuance by the company of new interest in the Company or as otherwise provided in this agreement.

ARTICLE II

Capital Contributions

- 2.1. **INITIAL CONTRIBUTIONS.** The Officers/Managers will initially contribute capital to the Company, as described in **Exhibit 3** attached to this Agreement. The agreed total value of such property and cash is \$1000 each.
- 2.2. **ADDITIONAL CONTRIBUTIONS.** Except as provided in **ARTICLE 6.2**, no Member will be obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

- 3.1. **PROFITS/LOSSES.** For financial accounting and tax purposes, the Company's net profits or net losses will be determined on an annual basis. These profits and losses will be allocated to the Members in proportion to each Member's capital interest in the Company as set forth in **Exhibit 2** as amended and in accordance with Treasury Regulation 1.704-1.
- 3.2. **DISTRIBUTIONS.** The Members will determine and distribute available funds annually or as they see fit. "Available funds" refers to the net cash of the Company available after expenses and liabilities are paid. Upon liquidation of the Company or liquidation of a Member's interest, distributions will be made in accordance with the positive capital account balances or pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b) (2). To the extent a Member has a negative capital account balance, there will be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV

Management

- 4.1. **MANAGEMENT OF THE BUSINESS.** The Members holding a majority of the capital interests in the Company, as set forth in **Exhibit 1** as amended, may vote to elect a Manager or Managers. One manager will be elected by the Members as Chief Executive Manager. The Manager(s) may be a Member or Non-Member. The name and residential address of each Manager is attached as **Exhibit 1** of this Agreement.
- 4.2. **MEMBERS.** The liability of the Members will be limited according to state law. Members that are not Managers will take no part in the control, management, direction, or operation of the Company's affairs and will have no power to bind the Company in legal agreements. The

Managers may seek advice from the Members, but need not follow such advice. No Member is an agent of any other Member of the Company, solely by reason of being a Member

4.3 POWERS OF MANAGERS. The Managers are authorized on the Company's behalf to make all decisions as to

- (a) the sale, development, lease or other disposition of the Company's assets;
- (b) the purchase or other acquisition of other assets;
- (c) the management of all or any part of the Company's assets; the borrowing of money and the granting of security interests in the Company's assets;
- (d) the prepayment, refinancing or extension of any loan affecting the Company's assets;
- (e) the compromise or release of any of the Company's claims or debts; and
- (f) the employment of persons, firms or corporations for the operation and management of the company's business.

The Managers are further authorized to execute and deliver:

- (w) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets;
- (x) all checks, drafts and other orders for the payment of the Company's funds;
- (y) all promissory notes, loans, security agreements and other similar documents; and
- (z) all other instruments of any other kind relating to the Company's affairs.

4.4 CHIEF EXECUTIVE MANAGER. The Chief Executive Manager has primary responsibility for managing the operations of the Company and for carrying out the decisions of the Managers.

4.5 NOMINEE. Title to the Company's assets must be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.

4.6 COMPANY INFORMATION. The Managers must supply information regarding the company or its activities to any member upon his or her request. Any Member or their authorized representative will have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. Access and inspection of information will be at the requesting Member's expense.

4.7 EXCULPATION. Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members, if done in good faith to promote the best interests of the Company, will not subject the Managers to any liability

4.8 INDEMNIFICATION. The Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that the person is or was a Member of the Company, Manager,

employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his or her conduct was unlawful.

The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, does not in itself create a presumption that the person did or did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was lawful.

- 4.9. **RECORDS.** The Managers must keep the following at the company's principal place of business or other location:

- (a) A current list of the full name and the last known street address of each Member;
- (b) A copy of the Company's Certificate of Formation and Operating Agreement and all amendments;
- (c) Copies of Company's federal, state and local income tax returns and reports for the three most recent years;
- (d) Copies of the Company's financial statements for the three most recent years.

ARTICLE V Compensation

- 5.1. **MANAGEMENT FEE.** Any Members rendering services to the Company is entitled to compensation proportionate with the value of those services.
- 5.2. **REIMBURSEMENT.** The Company must reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI Bookkeeping

- 6.1. **BOOKS.** The Managers will maintain a complete and accurate accounting of the Company's affairs at the Company's principal place of business. The managers may select the method of accounting and the company's accounting period will be the calendar year
- 6.2. **MEMBER'S ACCOUNTS.** The Members must maintain separate capital and distribution accounts for each member. Each member's capital account will be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and will consist of his or her initial capital contribution increased by:
- (a) Any additional capital contribution made by the member;
 - (b) Credit balances transferred from the member's distribution account to his or her capital account; and decreased by:
 - (x) Distributions to the member in reduction of Company capital;
 - (y) The Member's share of Company losses if charged to his or her capital account.

6 3. **REPORTS.** The Managers will close the books of account after the close of each calendar year and will prepare and send to each member, a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII Transfers

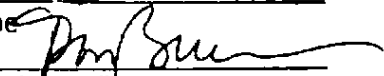
7 1. **ASSIGNMENT.** If a Member proposes to sell, assign, or otherwise dispose of all or any part of his or her interest in the Company, that Member must first make a written offer to sell his or her interest to the other Members at a price determined by mutual agreement. If the other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee will have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee will only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

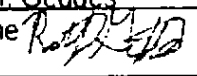
ARTICLE VIII Dissolution

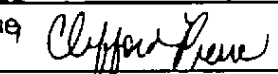
8.1. **DISSOLUTION.** The Manager(s) may dissolve the company at any time. The Managers may NOT dissolve the company for a loss of membership interests. Upon dissolution the company must pay its debts first before distributing cash, assets, and/or initial capital to the Member or the Members interests. The dissolution may only be ordered by the Officer(s), not by the owner of the Members interests.

**EXHIBIT 1
LISTING OF OFFICERS**

By a majority vote the following Officers/Managers were elected to operate the Nonprofit pursuant to ARTICLE 4 of the Agreement:

<u>Don Brown</u> Printed Name Signature:  Chief Executive Officer 43 Hickory Course Radial Ocala, Florida 34772	Percent 33-1/3%
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<u>Dr. Rastafa I. Geddes</u> Printed Name Signature:  Chief Financial Officer 2720 Woodward Rd. College Park, Ga. 30248	Percent 33-1/3%
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<u>Clifford Pierce</u> Printed Name Signature:  Chief Operational Officer 6461 Racquet Club Drive Lauderhill, Florida 33319	Percent 33-1/3%
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**EXHIBIT 2
LISTING OF MEMBERS**

As of the 1 day of February, 2024 the following is a list of Members of the Company:

Tyrone Hegdemond 2720 Woodward Rd. College Park, Ga. 30248	Member
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Larry Kearse 182 Kinkock Court Winston Salem, North Carolina 27104	Member
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Mark W. Johnson 1502 Ocean Reef Road Wesley Chapel, Florida 33544	Member
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Don Brown 43 Hickory Course Radial Ocala, Florida 34772	Member
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CERTIFICATION OF MEMBER

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member as of this 1 day of FEBRUARY, 2024.

Members:

Name TYRONE HEGDEMOND Percent 0 %X Tyrone Hegdemond
Address 2720 WOODWARD Rd, COLLEGE PARK, GA 30248

Name LARRY KEARSE Percent 0 %X Larry Kears
Address 182 KINKOCK COURT, WINSTON SALEM, NC 27104

Name MARK W. JOHNSON Percent 0 %X Mark Johnson
Address 1502 OCEAN REEF Rd., WESLEY CHAPEL, FL 33544

Name DON BROWN Percent 33 1/3 %X Don Brown
Address 43 HICKORY COURSE RADIAL, OCALA FL 34472

Dr. Rastafa I. Geddes
2720 Woodward Rd.
College Park, Ga. 30248

OFFICERS

Clifford Pierre
6461 Racquet Club Drive
Lauderhill, Florida 33319

OFFICERS

Don Brown
43 Hickory Course Radial
Ocala, Florida 34772

OFFICERS

EXHIBIT 3 CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Managers' initial contribution to the Company capital is stated to be \$1000. The description and each individual portion of this initial contribution is as follows:

Don Brown	\$1000
Dr. Rastafa I. Geddes	\$1000
Clifford Pierre	\$1000

SIGNED AND AGREED this 1 day of February, 2024.

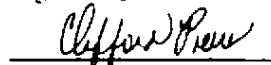


Signature of Manager

Signature of Manager

Signature of Manager

Signature of Manager



Signature of Manager

Signature of Manager

2024