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(Business Entity Name)

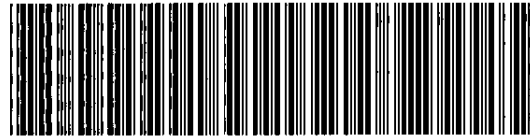
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10 OCT 19 PM 3:37

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Ps 10/26/10

COVER LETTER

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

SUBJECT: The Small Business Clinic, P. A.
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed are 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 of Status

ADDITIONAL COPY REQUIRED

FROM: Alfred Guerra
Name (Printed or typed)

764 Jeronimo Dr.
Address

Coral Gables, FL 33146
City, State & Zip

305-667-2949
Daytime Telephone number

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

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

ARTICLES OF INCORPORATION

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ARTICLE I

The name of this professional corporation will be "The Small Business Clinic, P.A., FLORIDA"

ARTICLE II

The principal place of business of this corporation will be 12665 South Bayshore Drive, Suite 220, Coconut Grove, FL 33133.

ARTICLE III

The purpose for which this corporation is organized is to provide legal services to the general public and for all lawful business.

ARTICLE IV

This corporation will issue 100 shares of stock, all of one class.

ARTICLE V

The names and addresses of the directors are:

Senen Garcia – President

12665 S. Bayshore Drive, Suite 220

Coconut Grove, FL 33133

Alfred Guerra – Vice President

12665 S. Bayshore Drive, Suite 220

Coconut Grove, FL 33133

ARTICLE VI

The name and Florida Street Address of the Registered Agent is:

Alfred Guerra – Registered Agent

12665 South Bayshore Drive, Suite 220

Coconut Grove, FL 33133

ARTICLE VII

The name and address of the Incorporator is:

Alfred Guerra – Incorporator

12665 South Bayshore Drive, Suite 220

Coconut Grove, FL 33133

ARTICLE VIII

Preemptive Rights. The Company elects to have Preemptive Rights.

ARTICLE IX

Buy-Sell Agreements. Upon the death of a Stockholder (hereinafter referred to as Decedent), all of the shares of the capital stock of the Corporation owned by shareholder, and to which shareholder or shareholder's estate shall be entitled, shall be sold and purchased as hereinafter provided:

- a. Obligation of the Corporation to Purchase: It shall be for the Corporation to purchase from the Decedent's Personal Representative, and the Decedent's Personal Representative shall be obligated to sell to the Corporation, all of the shares of the capital stock of the Corporation owned by the Decedent and to which the Decedent or her Personal Representative shall be entitled, at the price set forth in Article X.
- b. Closing: The closing of such purchase and sale shall take place at the offices of the Corporation, at a date selected by the Corporation upon ten (10) business days notice to the Transferor which date shall be not more than fifteen (15) business days following the date of the qualification of the Personal Representative and not less than thirteen (13) business days following such date.
- c. Insurance: To insure or partially insure its obligation under these Articles of Incorporation to purchase from the estate of a deceased Stockholder the shares owned by him prior to his death, the Corporation shall have the option to purchase policies of insurance covering the lives of each Stockholder in any amount deemed desirable. In the event any Stockholder ceases to be a Stockholder of the Corporation, the Corporation shall terminate any such insurance on such Stockholder's life and in the event any Stockholder increases his holdings of the shares of the Corporation, the Corporation shall procure and maintain, if so desired by it, additional insurance on the life of such Stockholder proportionate to the increase in the holdings of such Stockholder. If the corporation shall receive any proceeds of any policy on the life of the Decedent, such proceeds shall be used by the Corporation to pay the Decedent's Personal Representative to the extent of the purchase price of the Decedent's stock, such payment to be deemed made on account of such purchase price.
- d. Balance of Purchase Price: If the amount of any insurance proceeds is insufficient to pay the purchase price of any Decedent's shares, then the

balance of the purchase price remaining after credit for any insurance proceeds shall be payable as follows: fourteen (14)% of the balance due to be paid shall be paid in cash, and the balance shall be represented by a promissory note executed by the purchaser payable in fifteen (15) equal installments, which note shall be secured by the stock of the deceased Stockholder.

- e. "S" Election: If the corporation is an "S" corporation at the time of the transfer and sale of its stock, the transferee and new stockholder shall be required to consent in writing not to revoke such "S" election without the unanimous approval of all other stockholders. Such written consent shall be submitted prior to the delivery of the shares to the transferee.
- f. Rescission/Waived: Only by a unanimous decision by the shareholders may the Buy-Sell provision in these Articles of Incorporation be rescinded and/or waived.

ARTICLE X

Right of First Refusal. Should a shareholder wish to sell her shares of stock of the Company, the following shall apply:

- a. Limitation on Transfer. No Shareholder shall transfer his or her shares of Common Stock to any person, firm, or corporation other than an Affiliate, unless the Shareholder desiring to transfer shall first have made an offer to sell as described below and such offer shall not have been accepted by either the existing shareholders or the Company in treasury.
- b. Offer To Sell. The offer to sell shall be given to the Company and to the remaining shareholders and shall consist of a written offer to sell a designated number of the shares of Common Stock (the "Available Shares") owned by the Shareholder desiring to make the transfer (the "Transferor"). The offer to sell may be submitted together with a statement of intention to transfer the Available Shares to a third party including the name and address of the prospective purchaser and the terms and price of such intended transfer. If selling to a third party, the Transferor must have received from the third party a bona fide offer in writing to purchase all the Available Shares and must attach to the offer to sell a true copy of the offer from the third party.

Should Transferor seek to sell shares to the Company and/or shareholders without an interested bona fide third party purchaser and neither the Company nor the shareholders are interested in purchasing Available Shares, Transferor may seek third party purchasers to purchase Available Shares. However,

Transferor must repeat the process of providing Company and shareholders the right of first refusal as set forth in this Article.

- c. Acceptance of Offer to Sell. Within 30 days after receipt of the offer to sell, the Company may, at its option, elect to purchase all, but not less than all, of the Available Shares. If the Company does not elect to purchase the Available Shares, the Shareholders other than the Transferor may, within 60 days after the receipt of the offer to sell, elect to purchase all, but not less than all, of the Available Shares. The Company shall exercise its election to purchase by giving notice to the Transferor and to the other Shareholders. Each other Shareholder shall exercise his or her election to purchase by giving notice to the Transferor and to the Company. If the Shareholders electing to purchase the Available Shares number two or more, each shall be entitled and obligated to purchase that portion of the Available Shares that equals a fraction, the denominator of which shall be the total shares owned by all Shareholders electing to purchase the Available Shares, and the numerator of which shall be the number of shares owned by the individual Shareholder; the total of the fractions must equal the total of the Available Shares. The notice of election to purchase Available Shares shall specify a date for the closing of the purchase that shall not be more than 30 days after the date of giving the notice.
- d. Purchase Price. The purchase price and the terms of purchase of the Available Shares shall be the same price and terms contained in a third party written offer (if available); provided that if the date for closing the purchase price provided in these Articles of Incorporation is longer than that offered by the prospective purchaser, the closing date fixed herein shall control. Should no third party offer exist, the purchase price shall be generated using reasonable standards generally used in the business community at the time of the sale. Notwithstanding anything in a bona fide written offer or in these Articles of Incorporation to the contrary, if the purchase price to the Company (or the Shareholders) for the Available Shares shall equal or exceed \$1/per share, the Company or the Shareholders, as the case may be, shall be entitled to pay for the Available Shares as follows:
 - i. 25% of the purchase price at closing;
 - i. 25% of the purchase price on the first anniversary of the date of closing;
 - i. 25% of the purchase price on the second anniversary of the date of closing; and

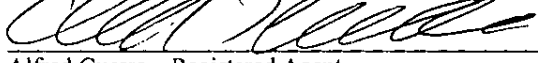
- i. 25% of the purchase price on the third anniversary of the date of closing

together, in each case, with interest on the unpaid principal balance at the rate that would otherwise be imputed under the Internal Revenue Code of 1986, as then in effect.

- e. Place Of Closing. The closing of the purchase shall take place at the principal office of the Company.
- f. Release From Restriction. If neither the Company nor the remaining Shareholders elect to purchase all of the Available Shares, the Transferor may sell the Available Shares to the prospective purchaser named in the statement attached to the offer to sell (if applicable), such sale to be made only in accordance with the terms stated in the offer to sell and its attachments. If the Transferor fails to make such sale in accordance with each and every term contained in the statement and the attachments, such shares shall remain subject to all the restrictions of these Articles of Incorporation. Furthermore, notwithstanding anything contained in these Articles of Incorporation to the contrary, no such transfer may be closed unless the transferee executes a counterpart of these Articles of Incorporation and agrees to be bound by all the restrictions on the Shareholders in these Articles of Incorporation. Otherwise, the shareholder shall remain as shareholder of the Company.
- g. Document Accompanying Each Share Certificate. Each Certificate representing shares of Common Stock now or hereafter held by the Shareholders shall be document stating the following form:
 - i. "The transfer of the shares represented by the Certificate is restricted under the terms of the Articles of Incorporation, a copy of which is on file and available for inspection at the office of the issuer."
- h. Specific Performance. The parties now declare that it is impossible to measure in money the damages that will accrue to a party to these Articles of Incorporation due to a failure of a Shareholder to perform any of the obligations under these Articles of Incorporation. Therefore, if any party to these Articles of Incorporation shall institute any action or proceeding to specifically enforce any provisions of these Articles of Incorporation, any person, including this Company, against whom such action or proceeding is brought hereby waives a claim or defense that such party has an adequate remedy at law and shall not urge at such action or proceeding the claim or defense that such a remedy at law exists.


- i. Pledge. No Shareholder shall pledge or encumber shares without the written consent of each other Shareholder.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity


Alfred Guerra – Registered Agent

10/15/10
Date

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.


Alfred Guerra – Incorporator

10/15/10
Date

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OCT 19 PM 3:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA