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(Requestor's Name)

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(Business Entity Name)

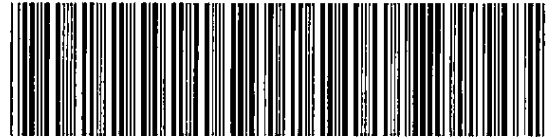
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FALLAHASSER, J. (MAY)

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Update Payment

04/24/23

DEP Page 0001/0001

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|---------------------|----------------------|-----------------|---------------|
| Deposit Number | : 02/24/23 01030 006 | Deposit Amount | : 140.00 |
| Account Number | : | Deposit Balance | : 70.00 |
| Refund Request Date | : | Debit Memo Date | : |
| Refund Mail Date | : | Void Date | : |
| Refund Amount | : 0.00 | User ID | : LMMCMILLIAN |
| Requester | : | | |

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|--------------------|----------------|-------------------------------|
| Tracking Number | : 400402799904 | DOC Page 0001/0002 |
| Ledger Date | : 04/19/23 | Document Number: W23000035375 |
| Document Requester | : CORAREJ | Sub Account Number: |

| <u>Category</u> | <u>Description</u> | <u>Amount</u> |
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<Ctrl>A - Add Pay <Ctrl>R - Rem pay <Ctrl>D - Print doc <Ctrl>V - Print check

**ARTICLES OF INCORPORATION
OF
DESTINATION BRAIN, INC.**

I, the undersigned Incorporator of **DESTINATION BRAIN, INC.**, a Florida S Corporation, adopt the following Articles of Incorporation:

ARTICLE I – NAME

The name of the Company is **DESTINATION BRAIN, INC.** ("hereinafter referred to as the "Company.")

ARTICLE II – ADDRESS

The principal address of business of the Company is 7901 Alhambra Blvd Miramar, FL 33023.

The Company may have other place(s) of business both within and without the State of Florida, and in foreign countries, as may be necessary and convenient.

ARTICLE III – EFFECTIVE DATE

These Articles of Incorporation are made and effective upon the approval of the Secretary of State of the State of Florida.

ARTICLE IV – DURATION

The Company shall have perpetual existence.

ARTICLE V – STATEMENT OF PURPOSES AND POWERS

The purpose of the Company is to engage or transact in any and all lawful business for which a corporation company may be organized under the laws of the State of Florida. The Company shall have the same powers granted to do all the things necessary and/or convenient to carry its business and affairs, subject to any limitations or restrictions imposed under the laws of the State of Florida and these Articles of Incorporation.

ARTICLE VI – INDEMNIFICATION

Neither the Sole Member nor the Manager will be personally liable for monetary damages for any action taken as a member or manager, or for any failure to take any action, and neither the Sole Member nor the Manager shall be liable for any debts, obligations or liabilities of the Company whether arising in tort, contract or otherwise, solely by reason of being a member or manager.

The Company shall indemnify, defend and hold harmless the Sole Member and the Manager, and any of such party's officers, directors, managers, employees, successors and assigns (each, an "Indemnified Party") to the maximum extent permitted by applicable law from and against any and all actual or alleged losses, claims, damages, liabilities, costs or expenses (collectively, "Damages") of any nature whatsoever, including attorneys' fees, arising out of or in connection with any action

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taken or omitted by the Indemnified Party pursuant to authority granted by or otherwise in connection with this Agreement. Any indemnity under this Section shall be paid out of, and to the extent of, Company assets only, including insurance proceeds if available.

All expenses reasonably incurred by an Indemnified Party in connection with a threatened or actual action or proceeding with respect to which such Indemnified Party is or may be entitled to indemnification under this Section shall be advanced or promptly reimbursed by the Company to such Indemnified Party in advance of the final disposition of such action or proceeding upon receipt of an undertaking by such Indemnified Party or on such Indemnified Party's behalf to repay the amount of such advances, if any, as to which such Indemnified Party is ultimately found not to be entitled to indemnification or, where indemnification is granted, to the extent such advances exceed the indemnification to which such Indemnified Party is entitled.

The Company may, but need not, maintain insurance insuring the Company or persons entitled to indemnification under this Section for liabilities against which they are entitled to indemnification under this Section or insuring such persons for liabilities against which they are not entitled to indemnification under this Section.

The indemnification provided by this Section shall not be deemed exclusive of any other rights to which any person covered hereby may be entitled other than pursuant to this Section. The Company is authorized to enter into agreements with any such person or persons providing them rights to indemnification or advancement of expenses in addition to the provisions therefor in this Section to the full extent permitted by law.

The Company, in such instances and to such extent as shall be determined by the Manager, may indemnify and advance expenses to an employee or agent of the Company to the same extent and subject to the same conditions under which the Company may indemnify and advance expenses to the Sole Member and the Manager under this Section; and the Company may indemnify and advance expenses to persons who are not or were not employees or agents of the Company, but who are or were serving at the request of the Company as a manager, director, officer, partner, venture, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of such person's status as such a person to the same extent that the Company may indemnify and advance expenses to the Sole Member or the Manager under this Section.

ARTICLE VII – INCORPORATOR

The name of the Incorporator is Ronald Charles having his office at 1001 Brickell Bay Drive Suite 2700 Miami-Brickell, FL 33131 (hereinafter referred to as the "Incorporator.")

FOR THE INCORPORATOR



Signature

Name: Ronald Charles

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ARTICLE VIII – REGISTERED AGENT

The name of the Registered Agent is Ronald Charles having his office at 1001 Brickell Bay Drive Suite 2700 Miami-Brickell, FL 33131 (hereinafter referred to as the "Registered Agent.")

ARTICLE IX – DIRECTOR(S) AND OFFICER(S)

The total number of initial member is (1) One and the name and address:

Chairman/CEO:

Daniel Dorvil
7901 Alhambra Blvd
Miramar, FL 33023

The Company shall be managed by a manager(s) or officer(s) in agreement with regulations approved by member(s) and/or officer(s) with respect to the management of the business and affairs of the Company.

ARTICLE X – CAPITAL STOCK

The Company is authorized to issue TEN THOUSAND (10,000) shares having a par value of ONE CENT (\$0.01). All of which shall be Common Shares.

All Common Shares shall be identical with each other in every respect and the holders of Common Shares shall be entitled to one vote for each share on all matters on which shareholders have the right to vote.

ARTICLE XI – ACCEPTANCE OF REGISTERED AGENT

Have been named to accept service process for **DESTINATION BRAIN, INC.;** at the place designated in the Articles of Incorporation, I hereby accept the appointment as registered agent and agrees to in such capacity. I further agree to comply with the provisions of all statutes and/or laws relating to the proper and complete performance of its duties.

FOR THE REGISTERED AGENT



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