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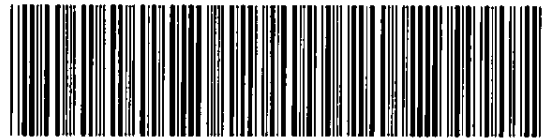
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ARTICLES OF INCORPORATION OF AENGUS GROUP INTERNATIONAL, INC.

The undersigned INCORPORATOR of **AENGUS GROUP INTERNATIONAL, INC.**; a Florida S Corporation under and pursuant to the provisions of the Statutes Chapter §607 of the State of Florida, of the Federal Laws of the United States of America and of International Laws, do hereby adopt the following Articles of Incorporation:

ARTICLE 1 – NAME

The name of the Company is **AENGUS GROUP INTERNATIONAL, INC.** ("hereinafter referred to as the "Subsidiary Company," referred to as the "Sub-Holding Company" and/or referred to as the "Company.")

ARTICLE 2 – ATTRIBUTION

The Company is established as a for-profit subsidiary of Aengus Group, Corp. Aengus Group, Corp., is a company registered in accordance with the laws of the State of Delaware having its registered office at 9 East Loockerman Street Suite 202 Dover, DE 19901, (hereinafter referred to as the "Parent Company,") and is created in a manner that does not expose the Company to taxes under the laws of the United States of America and International laws that are available to for-profit entities that own for-profit subsidiaries.

The Articles of Incorporation serve as the foundational legal document for a corporation, meticulously outlining its essential components and governance framework. In the case of the Company, which functions as a for-profit subsidiary of the Parent Company and as a Sub-Holding Company, these articles articulate its commitment to fostering growth and innovation across its diverse subsidiary entities. This central authority not only streamlines decision-making processes but also ensures that the Company's overarching goals are consistently pursued throughout the group. By overseeing the financial and operational functions of its subsidiaries, the Company adeptly balances autonomy with alignment to its core mission, enabling each subsidiary to pursue its strategic objectives while contributing to a cohesive corporate vision.

Aengus Group International exemplifies this dynamic approach, valuing the unique strengths of its varied entities. This structure allows for effective governance and resource allocation, facilitating rapid responses to changing market conditions. As each subsidiary operates with a degree of independence, it fosters an environment ripe for creativity and innovation, which is essential for navigating the complexities of the modern business landscape. Ultimately, this model maximizes stakeholder value and lays the groundwork for sustainable growth and leadership within the industry. By leveraging the synergies between its subsidiaries, the Company reinforces its competitive edge and fortifies its position in the marketplace, ensuring that it remains responsive and resilient in the face of evolving challenges and opportunities.

The Company will conduct operations that would benefit the Parent Company, although the activities will be and/or are independent while enhancing the Parent Company's missions. The detachment of the Company from the Parent Company will indicate that they are separate entities that the IRS should regard as such. The Company will operate in accordance with all applicable laws and regulations and will maintain accurate financial records to ensure compliance with tax obligations. Hence, the Parent Company **will not be liable** for taxes due to its ownership of the Company. This means that any profits generated by the Company will be subject to taxes, but the Parent Company will not be liable for any tax obligations or other legal liabilities that may arise.

ARTICLE 3 – ADDRESS

The Company's principal business address is 1001 Brickell Bay Drive, Suite 2700, Miami, FL, 33131.

The Company may have other place(s) of business, both within and outside the State of Florida and in international jurisdictions, which is a strategic move that allows the Company to expand its operations and reach broader markets.

ARTICLE 4 – EFFECTIVE DATE

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

ARTICLE 5 – DURATION

The Company shall have perpetual existence.

ARTICLE 6 – STATEMENT OF PURPOSES AND POWERS

The primary purpose of the Company is to be a subsidiary company of Aengus Group, Corp (hereinafter referred to as the "Parent Company,") which is positioned to be a powerful entity that will effortlessly manage various other subsidiaries under its umbrella.

Furthermore, the purpose of the Company is to engage or transact in any and all lawful (business) activity(ies) as may from time to time for which is not prohibited by law or by these Articles of Incorporation.

The Company shall have and may exercise all the rights, powers and privileges now or hereafter conferred upon corporations organized under the laws of the State of Florida and in addition may do everything necessary, suitable, proper for, or incident to, the accomplishment of any of these corporate purposes.

The Company shall have the following purposes and exercise the following specific powers:

- To Deal in Real Property. To acquire, hold, own, improve, manage, operate, let as lessor, sell, convey or mortgage, or otherwise deal with, either alone or in conjunction with others, real estate of every right, title or interest, character and description whatsoever and wherever situated.
- To Borrow Funds. To borrow or raise monies for any of the purposes of the Company set forth in this Articles of Incorporation, and, from time to time, without limit as to amount, to execute, accept, endorse, and deliver as evidence of such borrowing, all kinds of securities, including, but without limiting the generality thereof, promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidence of indebtedness; and to secure the payment and full performance of such securities by mortgage on, or pledge, conveyance or assignment in trust of, the whole, or any part of the assets of the Company.
- To Own Subsidiaries. Company and each Company's Subsidiary is duly qualified to do business in each jurisdiction where the nature of its business or its ownership or leasing of its properties makes such qualification necessary.
- Other Business. Notwithstanding any other duty existing at law or in equity, Company may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others.

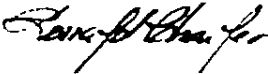
All the foregoing listed powers and/or purposes of the Company are both purposes and powers of the

Company and shall be construed as such.

ARTICLE 7 – INCORPORATOR

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

FOR THE INCORPORATOR,



Ronald Charles

ARTICLE 8 – COMPANY ADMINISTRATION/MANAGEMENT

The Management of all the affairs, property and interest of the Corporation shall be vested in the Board of Directors, Officers and Outside Consultants.

- **Board of Directors:** The Board of Directors is responsible for overseeing the operations of this Company and assuring the Company's conformance with the law.
- **The Officers:** The Officers of the Company shall be a President, one or more Vice-Presidents (one of more of whom may be Executive Vice-President,) a Secretary and a Treasurer/CFO.
- **Administrative Staffs:** At the request of the Officer, the Company shall provide administrative staff with reasonable access to office help, equipment and supplies, and other facilities and services suitable to the administrative staff's position and adequate for the performance of his/her duties.
- **Outside Professional Consultants:** The Officers and the Board of Directors may utilize the services of Outside Consultants (either licensed or Certified and/or both,) in their respective fields of profession, to assist in negotiations, recommendations and other services that are necessary with respect to the daily affairs of the Company.

ARTICLE 9 – BOARD OF DIRECTORS

The Board of Directors shall consist of at least Two (2) person(s.) who shall be adults, and whose qualifications shall be the same as those for membership in the Company.

For the purpose of this Articles of Incorporation, the Company's Board of Directors shall have the exclusive power and authority to administer and amend this Articles of Incorporation.

The name and address of each initial Board of Directors is as follows:

Name

Address:

Gary Charles, Vice-Chairperson/CFO

1001 Brickell Bay Drive Suite 2700
Miami-Brickell, FL 33131

Ronald Charles, Vice-Chairperson/CEO/COO

1001 Brickell Bay Drive Suite 2700
Miami-Brickell, FL 33131

The number of Directors may at any time be increased or decreased by amendment of these Articles of Incorporation, but no decrease shall have the effect of shortening the term of any incumbent

Director.

ARTICLE 10 – OFFICER(S) AUTHORITY

The exclusive authority to manage the Company is vested in the Board of Directors that is to elect and/or appoint by the Board of Directors.

Any Person(s) executing, on behalf of the Company, is hereby authorized and directed to take any action the Officer(s) deem necessary and appropriate to effectuate the terms of this Articles of Incorporation, which shall operate in substantially the same manner as, and has substantially the same rights, powers, privileges, duties, and responsibilities.

The name and address of each initial Officer(s) is as follows:

<u>Name</u>	<u>Address:</u>
Gary Charles, Vice-Chairperson/CFO	1001 Brickell Bay Drive Suite 2700 Miami-Brickell, FL 33131
Ronald Charles, Vice-Chairperson/CEO/COO	1001 Brickell Bay Drive Suite 2700 Miami-Brickell, FL 33131

ARTICLE 11 – REGISTERED AGENT

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

FOR THE REGISTERED AGENT,



Ronald Charles

ARTICLE 12 – CAPITAL STOCK

The Company is authorized to issue One (1) share having a par value of One Cent (\$0.01)

ARTICLE 13 – RECOGNITION OF RELIGIOUS FREEDOM RIGHTS

ALL persons and **ALL** institutions (either private or government) understand and agree that the Company is a religious corporation with rights, protections and guarantees afforded to it (the Company) under the laws.

- **Federal Laws of the United States of America - First Amendment – US. Constitution**
The First Amendment guarantees all individuals Freedom of conscience, religion, and belief. Notwithstanding all other ByLaws or policies established by institutions, Company or corporations that may contradict or conflict with the First Amendment, the US Constitution shall overrule such law, thus ensuring this Company, including but not limited to its Board of Directors, Members, Officers, Affiliates, Employees, Agents, Subsidiaries, and/or Representatives of this Company, has the right to freedom of conscience, religion, thought, belief and opinion. In furtherance of the foregoing, a person shall not be compelled to act or engage in any act, that is contrary to their belief or religion.
- **The Religious Freedom Restoration Act**
The Religious Freedom Restoration Act ("hereinafter referred to as "RFRA") **protects** the exercise of religion by individuals and by corporations, companies, associations, firms,

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partnerships, societies, and joint stock companies.

- **Religious Liberty Law**

The Religious Liberty Law strongly indicates that profit-making businesses can exercise religion. Twice the Supreme Court has recognized that business owners can assert free exercise claims against government burdens imposed on their religion.

- **International Laws - United Nations – Article 18 of the Universal Declaration of Human Rights**

Religious Freedom Rights are further protected by International Law as provided under Article 18 of the Universal Declaration of Human Rights which guarantees this Company, including but not limited to its Board of Directors, Members, Officers, Affiliates, Employees, Agents, Subsidiaries, and/or Representatives of this Company, has the right to freedom of thought, conscience and religion. The said Article grants Christians through the Company the freedom, either alone or in community with others and in public or private, to manifest their Christian values and beliefs in teaching, practice, worship and observance.

The Religious Freedom Rights grant this Company the freedom to manifest its Christian values and beliefs in teaching, practice, worship and observance in the community(ies.) in public or private. Thus, **NO** person and **NO** institutions (either private and/or government or directly and/or indirectly) shall interfere, persecute and/or harass any Board of Directors, Members, Officers, Affiliates, Employees, Agents, Subsidiaries, and/or Representatives of the Company. The Company shall reserve its rights to protect ALL of its rights under the aforementioned laws. Furthermore, the Company shall reserve ALL its rights to take any legal action if and only if the Company thinks it is appropriate against those campaigning against it (the Company.)

ARTICLE 14 – INDEMNIFICATION

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 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 ensuring 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 with the 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 15 – AMENDMENTS

These Articles of Incorporation may be amended at any time in the manner provided by the laws adherent to the jurisdiction of the State of Florida.

ARTICLE 16 – ACCEPTANCE OF REGISTERED AGENT

Have been named to accept the service process for **AENGUS GROUP INTERNATIONAL, INC.**; at the place designated in the Articles of Incorporation, I hereby accept the appointment as Registered Agent and agree 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,



Ronald Charles

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