

**ARTICLES OF ORGANIZATION
OF
CHRIS DIAZ-FREED DENTAL, PROF. LLC**

The undersigned person hereby forms a limited liability Company under S.D.C.L. Ch.47-34A, the South Dakota Limited Liability Company Act (hereafter the "Act") and adopts as the Articles of Organization for such Company the following:

**ARTICLE ONE
NAME**

The name of the limited liability Company is CHRIS DIAZ-FREED DENTAL, PROF. LLC (hereinafter the "Company").

**ARTICLE TWO
DURATION**

The period of its duration shall be perpetual.

**ARTICLE THREE
PURPOSE**

The Company is organized for the purpose of:

- (a) To engage in the study, diagnosis, and treatment of dental ailments and injuries and to promote dental and scientific research and knowledge and for any other purpose incident or necessary thereto.
- (b) To own, lease, operate or participate in any other business activity or function not otherwise prohibited by law.
- (c) To borrow money, to make and issue promissory notes, bills of exchange, bonds, debentures, and obligations and evidences of indebtedness of all kinds, without limit as to amount, and to secure the same by mortgage, security interest, or pledge of corporate property or otherwise, provided the same be permitted by law.
- (d) To enter into, make, perform and carry out contracts of every sort and kind which may be necessary or convenient for the business of this corporation or business of a similar nature, with any person, corporation, private, public or municipal, body politic under the government of the United States or any state, territory, or possession

thereof, or any foreign government so far as and to the extent that the same may be done and performed by corporations organized under the laws of the State of South Dakota.

- (e) To purchase or otherwise acquire and to hold, create security interests in, pledge, sell, exchange or otherwise dispose of securities, including stock, bonds, debentures, notes, mortgages, or other obligations created or issued by any persons, firms, associations, corporations or governments or subdivisions thereof and to make payment therefore in any lawful manner and to exercise as owner or holder of any securities any and all rights, powers and privileges in respect thereof and to purchase, hold, cancel, reissue, sell, exchange, transfer or otherwise deal in its own shares and its own debt obligations.
- (f) The foregoing clauses shall be construed as both purposes and powers and it is hereby expressly provided that the foregoing enumerations of specific powers shall not be held to limit or restrict in any manner the powers of this Company.

**ARTICLE FOUR
INITIAL DESIGNATED OFFICE**

The address of the initial designated office of the Company is 8604 S. Quiet Oak Circle, Sioux Falls, South Dakota 57108.

**ARTICLE FIVE
INITIAL AGENT**

The initial agent for service of process of the Company is Chris Diaz-Freed at the same address as the initial designated office.

**ARTICLE SIX
NAME OF THE ORGANIZER OF THE COMPANY**

The name of the organizer of the Company is Chris Diaz-Freed, of 8604 S. Quiet Oak Circle, Sioux Falls, South Dakota 57108.

**ARTICLE SEVEN
ADDITIONAL CONTRIBUTIONS**

The Company may provide, or the Members may provide in the Operating Agreement, that additional contributions shall be made at such times and in such amounts as agreed and stated.

**ARTICLE EIGHT
ADMISSION OF ADDITIONAL MEMBERS**

Additional Members may be admitted as provided in the Operating Agreement of the Company on such terms and conditions as specified therein.

All of the officers and members of the Company shall at all times be persons licensed pursuant to the Dental Practice Act, S.D.C.L. 36-6A. No person who is not licensed pursuant to the Dental Practice Act shall have any part in the ownership, or control of such Company, except as appointed secretary or appointed treasurer as herein provided, nor may any proxy to vote any shares of such Company be given to a person who is not so licensed.

**ARTICLE NINE
RIGHT OF CONTINUATION**

Upon the occurrence of any event under S.D.C.L. § 47-34A-801, that terminates the continued membership of a Member in the Limited Liability Company, the remaining Members will have the power to avoid dissolution by giving dissolution avoidance consent.

**ARTICLE TEN
MANAGEMENT**

The management of the Company shall be vested in a Board of Managers which shall be elected by the Members in the manner prescribed by and provided in the Operating Agreement of the Company. Each Manager shall hold the office and have the responsibilities accorded to him by the Members as set out in the Operating Agreement of the Company.

Until the first regular meeting of Members, the Company is to be managed by the Managers who will serve in that capacity until that meeting or until their successors are elected and qualify. The name and address of such person is: Chris Diaz-Freed, 8604 S. Quiet Oak Circle, Sioux Falls, South Dakota 57108.

**ARTICLE ELEVEN
OPERATING AGREEMENT**

The manner in which the Company conducts its business and affairs, the duties and authority of its Managers, and the rights and obligations of its Members, to the extent not

expressly required by and provided for in the Act or in these Articles of Organization, shall be set forth in the Operating Agreement adopted by the initial members of the Company. The Operating Agreement may from time to time be amended in accordance with the provisions contained therein.

**ARTICLE TWELVE
LIABILITY OF MEMBERS AND MANAGERS, INDEMNIFICATION**

A. Neither the members nor any manager of the Company shall be liable under a judgment, decree or order of a court, or in any manner, for a debt, obligation or liability of the Company pursuant to S.D.C.L. § 47-34A-303(c).

B. No manager of the Company shall be personally liable to the Company or its members for monetary damages for breach of fiduciary duty as a manager, except as provided in the Operating Agreement; provided, however, that nothing in this Article shall be construed as eliminating or limiting the personal liability of a manager of the Company (i) for a breach of the manager's duty of loyalty to the Company or its members, (ii) for acts or omissions not in good faith or which involved intentional misconduct or a knowing violation of the law, or (iii) for a transaction from which the manager derives an improper personal benefit or a wrongful distribution in violation of the Act.

C. Each individual who is or was a manager of the Company (and the heirs, executors, personal representatives or administrators of such individual) who was or is made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a manager of the Company or is or was serving at the request of the Company as a manager, director, officer, partner, trustee or agent of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other enterprise ("Indemnitee"), shall be indemnified and held harmless by the Company to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended. In addition to the indemnification conferred in this Article, the Indemnitee shall also be entitled to have paid directly by the Company the expenses incurred in defending any such proceeding against such Indemnitee in advance of its final disposition, to the fullest extent authorized by applicable law, as the same exists or may hereafter be amended. The right to indemnification conferred in this Article shall be a contract right.

D. The Company may, by action of the managers, provide indemnification to such of the officers, employees and agents of the Company to such extent and to such effect as the managers shall determine to be appropriate and authorized by applicable law.

E. The rights and authority conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of

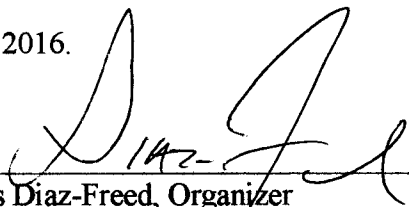
these Articles of Organization or the Operating Agreement of the Company, agreement, vote of members or otherwise.

F. Any repeal or amendment of this Article by the members of the Company shall not adversely affect any right or protection of any manager, officer, employee or agent existing at the time of such repeal or amendment.

**ARTICLE THIRTEEN
TRANSFERABILITY OF MEMBER'S INTEREST**

A member's interest in the Company may not be transferred, sold, pledged, hypothecated or assigned to any person or entity except as provided in the Operating Agreement.

Dated this 1 day of Dec, 2016.



Chris Diaz-Freed, Organizer

B0018-2448 12/05/2016 10:02AM Rec'd by SD SOS

State of South Dakota

Office of the Secretary of State

Certificate of Organization

Domestic Limited Liability Company

I, **Shantel Krebs**, Secretary of State of the State of South Dakota, hereby certify that the Articles of Organization for

CHRIS DIAZ-FREED DENTAL, PROF. LLC

BUSINESS ID# DL128408

with an effective date of: December 5, 2016, duly signed and verified, pursuant to the provisions of the South Dakota Limited Liability Company Act, has been received in this office and is found to conform to law.

ACCORDINGLY, and by virtue of the authority vested in me by law, I hereby issue this Certificate of Organization and attach hereto a duplicate of the Articles of Organization.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of South Dakota, in Pierre, the Capital City, this day, December 5, 2016.

Shantel Krebs

Shantel Krebs
Secretary of State

12/07/2016 4:33 PM



South Dakota Secretary of State
SHANTEL KREBS

CHRIS DIAZ-FREED DENTAL, PROF. LLC
8604 S QUIET OAK CIR
SIOUX FALLS, SD 57108-4138

December 7, 2016

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Business ID :	DL128408		
Filing Type:	Limited Liability Company - Domestic		
Filing Date:	12/05/2016		
Status:	Good Standing	Annual Report Due:	12/01/2017
Duration Term:	Perpetual		
Business Type:	Dental (SDCL 47-12-2)		
Managed By:	Manager Managed		

Registered Agent Address:

CHRIS DIAZ-FREED
8604 S QUIET OAK CIR
SIOUX FALLS, SD 57108-4138

Principal Address:

8604 S QUIET OAK CIR
SIOUX FALLS, SD 57108-4138

Congratulations on the successful filing of your **Articles of Organization** for **CHRIS DIAZ-FREED DENTAL, PROF. LLC** in the State of South Dakota which is effective on the date shown above.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain an active South Dakota Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Shantel Krebs
Secretary of State
State of South Dakota