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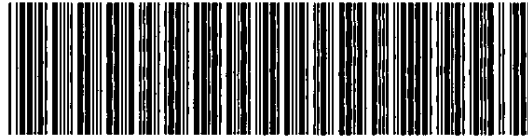
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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C. CARROTHERS



Sanctuary Centre • 4800 North Federal Highway • Bldg D - Suite 108 • Boca Raton, FL 33431

March 9, 2015

Florida Department of State  
Amendment Section, Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

RE: Rickey's Restaurant & Lounge Inc.  
Docket Number: 681705

To whom it may concern:

Enclosed herein please find a check in the amount of \$35.00, representing the filing fee for the enclosed Restatement of the Articles of Incorporation for Rickey's Restaurant and Lounge Inc.

Please file this document in the appropriate file.

Sincerely,

Thomas R. Mendez Walser

**Restatement of  
Articles of Incorporation  
of  
Rickey's Restaurant & Lounge Inc.  
A Florida Corporation**

FILED  
15 MAR 12 PM 2:30  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Department of State  
Division of Corporations  
Corporate Filings  
P.O. Box 6327  
Tallahassee, FL 32314

The undersigned Incorporators desire to form a corporation under the laws of the State of Florida by delivering in duplicate to the Department of State of the State of Florida these Articles of Incorporation, in accordance with the provisions of Florida Business Corporation Act of Florida (Act).

**Article One  
Name**

The name of the Corporation is Rickey's Restaurant & Lounge Inc.

**Article Two  
Registered Agent**

**Section 2.01 Registered Agent and Registered Office**

The Corporation's initial Registered Office address in the State of Florida is: 4799 Hollywood Blvd, Hollywood, FL 33021.

The name of the Corporation's initial Registered Agent at that office is Karen L. Harrington.

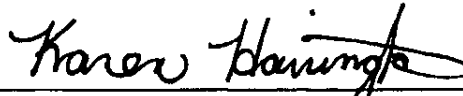
**Section 2.02 Registered Agent Consent**

I, Karen L. Harrington, a natural person and resident of Florida, accept the appointment as Registered Agent of Rickey's Restaurant & Lounge Inc., a Florida Corporation. Process, notices,

and demands may be served upon me at the Registered Office address stated above. I understand that as Registered Agent, my responsibilities are to receive service of process, to forward mail, and to immediately notify the Department of State if I resign or if the Registered Office address changes.

Originally Incorporated: August 20, 1980.

Date of Restatement: November 30, 2014



Karen L. Harrington, Registered Agent

### **Article Three Stock**

The total number of shares of stock that the Corporation has authority to issue will be:

100 shares of Voting Common Stock of the par value of \$1 per share.

100 shares of Non-Voting Common Stock of the par value of \$1 per share.

The preferences, qualifications, limitations, restrictions, and the special or relative rights in respect of the shares of each class are as follows:

- A. Except as provided below with respect to voting powers, the rights, preferences, and limitations of the Common Stock will be identical in all respects.
- B. With respect to voting powers, except as otherwise required by the Act, the holders of Voting Common Stock will possess all voting powers for all purposes, including, by way of illustration and not of limitation, the election of Directors. The holders of Non-Voting Common Stock will have no voting power whatsoever, and no holder of Non-Voting Common Stock will vote on or otherwise participate in any proceedings in which actions are taken by the Corporation or its stockholders or be entitled to notification as to any meeting of the Board of Directors or the stockholders.

The preemptive right of a shareholder to acquire additional shares is affirmed.

## **Article Four**

### **Stock Transfer Restrictions**

#### **Section 4.01          General Prohibition on Share Transfers**

Except as otherwise provided in the Bylaws or in a separate agreement among the stockholders, no stockholder may sell, assign, pledge, or otherwise transfer any of the Corporation's shares of stock or any right or interest in them, whether voluntarily, by operation of law, by gift, or otherwise. This provision does not prohibit or restrict the Corporation's right to issue stock in the Corporation.

#### **Section 4.02          Permitted Transfers**

Despite the transfer restrictions in Section 4.01, a Shareholder may transfer stock without approval by the Shareholders if:

- the transferee is the transferring Shareholder's issue; or
- the transferee is a revocable or irrevocable trust for the sole benefit of the transferor during his or her life or transferor's issue.

A transfer to a revocable or irrevocable trust for the sole benefit of the transferor's issue or their descendants will be considered a transfer to issue for purposes of this Section if the trustee and any successor trustees of the trust are also issue. For a trust to be considered a Permitted Transferee, the trustee must be specifically and irrevocably prohibited from gifting, selling, or distributing the stock held by the trust to a person other than issue.

#### **Section 4.03          Effect of Improper Transfer**

Any attempted transfer of stock in violation of this Article is null and void *ab initio*. No such transfer or admission may be recorded on the Corporation's books and the purported transferee or Shareholder in any such transfer will not be treated (and, in the case of a transfer, the purported transferor will continue be treated) as the owner of such stock for all purposes of this Agreement. If the ownership of stock is in doubt, or if there is reasonable doubt as to who may receive a distribution attributable to stock, the Corporation may accumulate the amounts to be distributed until this issue is finally determined and resolved.

## **Article Five**

### **Right of First Refusal**

#### **Section 5.01          Corporation and Shareholders Right of First Refusal**

No Shareholder may transfer any stock without first offering in writing to sell the stock to the Corporation and to the other Shareholder as provided in this Article.

**Section 5.02 Notice of Intent to Transfer**

Before transferring stock, a Shareholder shall first give notice of the intent to transfer to the Corporation and the other Shareholder. Any notice of intent to transfer must include a copy of any written offer to purchase the stock that the Shareholder has received. If the Shareholder received only an oral offer, a written explanation of the oral offer must be attached to the notice. The written explanation must completely detail the purchase price and payment terms.

**Section 5.03 Corporation's Right to Purchase**

The Corporation has the first right to purchase all or any portion of the stock for the purchase price stated in the offer except as the Corporation may elect to modify the terms under a separate Agreement. The Corporation may exercise this first right to purchase by giving written notice of the Corporation's intent to purchase to the selling Shareholder within 90 days of receiving the written notice of the offer.

**Section 5.04 Shareholders' Right to Purchase**

If the Corporation does not provide written notice of an intent to purchase the stock within 90 days of receiving the written notice of the offer or if the Corporation provides written notice of an intent not to purchase the stock, the remaining Shareholder may purchase any portion of the stock for the purchase price stated in the offer. A Shareholder may exercise this right to purchase by giving notice of intent to purchase to the selling Shareholder within 180 days of receiving the written notice of the offer.

**Section 5.05 The Corporation's Option to Purchase Stock upon Death**

Upon the death of any Shareholder, the Corporation has the option to purchase all, but not less than all, of the Corporation's stock that the deceased Shareholder owned at the time of death for 6 months after the Shareholder's date of death. The price will be determined according to the terms of Article Six. This option is exercised by giving the notice to the deceased Shareholder's estate within the period provided. If not exercised, the option terminates at the end of this period.

## **Article Six Purchase Price**

**Section 6.01 Determination of Purchase Price**

The purchase price for each share of stock will be determined by first valuing the entire Corporation to determine its fair market value, and then dividing that value by the number of issued and outstanding shares. The price per share is then multiplied by the number of shares being purchased.

The total value of the Corporation shall be allocated between the voting stock and the non-voting stock. The price per share of the voting stock will be the aggregate value of the voting stock divided by the number of shares that are issued and outstanding, reduced by any applicable discounts or increased by any applicable premiums. The price per share of the non-voting stock

will be the aggregate value of the non-voting stock divided by the number of shares that are issued and outstanding, reduced by any applicable discounts or increased by any applicable premiums.

The total value of the Corporation for all purposes of this Agreement will equal the *Appraised Value* of the Corporation as of the last day of the month immediately preceding the month in which an option or obligation to purchase arises.

#### **Section 6.02          Appraised Value**

Any appraisal of the Corporation must take into account a control premium and all applicable discounts for lack of marketability and lack of control, and similar discounts that the appraiser determines appropriate. If there are multiple classes of stock outstanding (including classes that differ only in voting rights), the Qualified Appraiser must first determine the unadjusted value of each class of stock in the Corporation, then apply any applicable discounts or premiums to determine the value of the stock held by each Shareholder based on each Shareholder's proportionate interest in the Corporation.

#### **Section 6.03          Valuation Disputes**

If any party disagrees with a valuation of his or her stock or the valuation of stock that he or she has the right to purchase (*Objecting Party*) that results from an appraisal made by an appraiser selected by the Corporation, the Objecting Party may select a disinterested appraiser to make another appraisal as expeditiously as possible. If the two Appraised Values of the Objecting Party's shares differ by less than 20% of the lower Appraised Value of the shares, the average of the two Appraised Values will be the value of the shares for purposes of this Agreement. If the two Appraised Values of the Objecting Party's shares differ by greater than 20% of the lower Appraised Value of the shares, then the two disinterested appraisers will select a third disinterested appraiser, who will determine the Fair Market Value of the Corporation. The valuation made by the appraiser or appraisers finally chosen (or the average valuation described above) will be conclusive and bind all parties. The Objecting Party and the Corporation will share equally all costs of an appraiser mutually selected by the Objecting Party and the Corporation or by the two disinterested appraisers. All costs of an individually selected appraiser will be borne by the party selecting the appraiser.

#### **Section 6.06          Qualified Appraiser**

Any appraiser hired by the parties must be independent, a member of the American Society of Appraisers, and experienced in making appraisals of closely held businesses.

## **Article Seven Dispute Resolution**

This Article supersedes any rules governing mediation or arbitration under the law of the, or any other, jurisdiction.

### **Section 7.01 Resolving Disputes among Shareholders and within the Corporation**

The Shareholders shall use the procedure outlined in this Article to resolve any dispute, contest, or claim that may result among any of the Shareholders or between one or more of the Shareholders and the Corporation that may relate to the Article of Incorporation. The purpose of the alternative dispute resolution procedures in this Article is to resolve all disputes, contests, and claims without litigation.

### **Section 7.02 Notice of Controversy and Designating Authorized Representatives**

Any person (*claimant*) who has any dispute relating to the Corporation shall provide written notice to all Shareholders and to any other person that has an interest in the controversy (*respondents*) describing the general nature of the controversy. The notice must designate an Independent Person as an authorized representative who is empowered to fully settle the controversy on behalf of the claimant. Two or more claimants may designate a common authorized representative.

Each respondent shall also designate an Independent Person as an authorized representative who is empowered to fully settle the controversy on behalf of the respondent. Two or more respondents may designate a common authorized representative.

Written notice of the designation of the authorized representatives must be delivered to each party within 10 business days from the date the respondents receive notice of the controversy.

### **Section 7.03 Beginning the Dispute Resolution Procedure**

The authorized representatives shall conduct an initial meeting within 30 days from the date the claimant's notice is delivered to the respondents. The authorized representatives are entitled to collect and review all relevant evidence pertaining to the controversy and to negotiate and resolve the controversy. Resolution of any controversy by the authorized representatives is conclusive and binds all parties. If the authorized representatives do not resolve the controversy within 30 days from the date of their initial meeting, they shall discontinue direct negotiations and submit the controversy to mediation.

### **Section 7.04 Selecting a Mediator**

Within five days of discontinuing direct negotiations, the authorized representatives shall exchange written lists of natural persons whom they consider to be qualified to serve as a mediator. Within 15 days after they exchange these lists, the authorized representatives shall agree upon one mediator to mediate the controversy. If the authorized representatives do not agree on a mediator, the controversy will be submitted to binding arbitration under Section 7.10.

### **Section 7.05 Time and Place for Mediation Conference**

The authorized representatives shall promptly designate a mutually convenient time and place for the mediation. If the authorized representatives fail to do so, the controversy will be submitted to binding arbitration under Section 7.10.

### **Section 7.06 Discovery and Exchange of Information**

The authorized representatives are entitled to fully discover, obtain, and review all information relevant to resolving any controversy.



**Section 7.07          Delivery of Written Summaries; Authority to Obtain Professional Assistance**

At least seven days before the first mediation conference, each authorized representative shall deliver to the mediator a concise written summary of fact and law about the issues. The authorized representatives and the mediator may retain legal counsel, accountants, appraisers, and other experts whose opinions may assist the mediator in resolving the controversy.

**Section 7.08          Conducting Mediation**

The mediator shall determine the format for mediation conferences, ensuring the authorized representatives have an equal opportunity to review the evidence and any relevant technical and legal presentations. The mediator shall determine the time schedule for resolving the mediation and shall attempt to facilitate the parties' efforts to achieve final resolution of all disputed issues. If the mediator is unable to facilitate a final resolution of all issues, the unresolved issues will be submitted to arbitration under Section 7.10.

**Section 7.09          Final Determinations Bind All Parties**

Any final determination made by the authorized representatives, mediator, or arbitrator binds each party who receives notice of a controversy, even if the party does not respond or designate a representative or the party's authorized representative fails or refuses to participate in the designation of a mediator.

**Section 7.10          Arbitration**

If any controversy is not finally resolved according to the alternative dispute resolution procedures in this Article, the parties to the controversy shall submit to mandatory and binding arbitration. The controversy will be settled by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator's judgment may be entered in any court having competent jurisdiction. If the arbitrator determines that the evidence produced through the arbitration process is insufficient to support a decision, the arbitrator may conclude the arbitration proceedings without a decision.

**Section 7.11          Settlement during Mediation or Arbitration**

At any time before the conclusion of any mediation or arbitration, the authorized representatives may enter an agreement to resolve the controversy. Any settlement agreement will be conclusive and bind all parties.

**Section 7.12          Qualified Appraisals**

If a Qualified Appraisal of the value of a Shareholder's stock is required in order to resolve a dispute, each of the parties to the dispute may choose a Qualified Appraiser to provide a valuation. In the alternative, the parties may agree to select one Qualified Appraiser. The mediator or arbitrator will determine to what extent the Qualified Appraisal will be used in resolving any dispute.

**Section 7.13      Right to Seek Equitable Relief**

If a party materially breaches this Agreement and if the other parties determine in good faith that immediate relief is necessary, the parties alleging the material breach may seek temporary restraining orders, preliminary injunctions, or similar temporary and equitable relief in a court of competent jurisdiction.

**Section 7.14      Prevailing Party Is Entitled to Recover All Reasonable Costs**

The prevailing party in any dispute between any Shareholder and the Corporation or between the Shareholders themselves is entitled to recover from the losing party all reasonable costs incurred, including any attorney's fees and any costs of mediation, arbitration, court fees, appraisals, and expert witnesses.

**Article Eight  
Incorporators**

The name and residence of each Incorporator is as follows.

Name:	Address:
William J. Mitchell, Sr.	4799 Hollywood Blvd Hollywood, Florida 33021
Barbara C. Mitchell	4799 Hollywood Blvd Hollywood, Florida 33021

**Article Nine  
Board of Directors**

The first Board of Directors will have 3 Directors. Thereafter, the number of Directors will be determined by the Bylaws, but in no event less than three. Any change to the number of Directors must be reported to the Department of State within 30 calendar days of the change.

The names of the initial Directors are:

William J. Mitchell, Sr.;  
Barbara C. Mitchell; and  
Karen L. Harrington.

Newly created directorships resulting from any increase in the authorized number of Directors or any vacancies in the Board of Directors resulting from death, resignation, retirement,

disqualification, removal from office, or other cause will be filled by a majority vote of the remaining Directors, though less than a quorum. These interim Directors will hold office for a term that expires at the next annual meeting of stockholders, at which time the stockholders will elect the successors.

## **Article Ten Purposes**

The Corporation is formed to engage in any business lawful and permitted under the laws of the State of Florida, and to do anything corporations are permitted to do under provisions of the Act, as amended from time to time.

## **Article Eleven Release from Personal Liability**

A Director will not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a Director, except liability for:

- the amount of a financial benefit received by a Director to which he or she is not entitled under Florida law;
- an intentional infliction of harm on the Corporation or the shareholders, individually or collectively;
- any distribution for which a Director votes that is not lawful under Florida law; or
- an intentional violation of criminal law.

## **Article Twelve Indemnification**

The Corporation must indemnify every Director or officer—and his or her heirs, executors, and administrators—against expenses actually and reasonably incurred by him or her, as well as any amount paid upon judgment, in connection with any civil or criminal action, suit, or proceeding to which he or she may be made a party by reason of having been a Director or officer of the Corporation. But this indemnification excludes any action resulting in the liability of the Corporation for:

- a financial benefit received by a Director or officer to which he or she is not entitled under Florida law;

an intentional infliction of harm on the Corporation or the shareholders, individually or collectively;

any distribution for which a Director or officer votes or approves that is not lawful under Florida law; or

an intentional violation of criminal law.


### **Article Thirteen**

#### **Power to Enact, Amend, and Repeal Bylaws**

The Corporation's Board of Directors holds the exclusive power to make, alter, amend, or repeal the Corporation's Bylaws.

The original Articles of Incorporation have been signed on August 20, 1980.

The Restatement of the Articles of Incorporation and incorporation of all previous amendments is signed on November 30, 2014.

  
William J. Mitchell, Sr., Incorporator/ Director

  
Barbara C. Mitchell, Incorporator/ Director


  
Karen L. Harrington, Director

# Exhibit A

## Shareholders and Their Contributions to the Corporation

Shareholder's Name	Contribution	# of Shares	Class of Share	Ownership
Mitchell Family Living Trust FOB William J. Mitchell, Sr.	\$1	10	Voting	Ten percent (10%)
Mitchell Family Living Trust FOB Barbara C. Mitchell	\$1	10	Voting	Ten percent (10%)
Karen L. Harrington	\$1.60	16	Non-voting	Sixteen percent (16%)
Michele M. Zamudio	\$1.60	16	Non-voting	Sixteen percent (16%)
Christina M. Emery	\$1.60	16	Non-voting	Sixteen percent (16%)
James W. Mitchell	\$1.60	16	Non-voting	Sixteen percent (16%)
William J. Mitchell, Jr.	\$1.60	16	Non-voting	Sixteen percent (16%)

Date: 11/30/2014

  
 Mitchell Family Living Trust FOB William J. Mitchell Sr., Shareholder  
 William J. Mitchell, Sr., Trustee

Barbara Mitchell  
Mitchell Family Living Trust FBO Barbara C. Mitchell, Shareholder  
Barbara C. Mitchell, Trustee

Karen L. Harrington  
Karen L. Harrington, Shareholder

Michele M. Zamudio  
Michele M. Zamudio, Shareholder

Christina M. Emery  
Christina M. Emery, Shareholder

James W. Mitchell  
James W. Mitchell, Shareholder

William J. Mitchell, Jr.  
William J. Mitchell, Jr., Shareholder