

n9800003454

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T. LEMIEUX
[Signature]

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Field Manor, Inc.

DOCUMENT NUMBER: N98000003454

The enclosed Articles of Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

(Name of Contact Person)

Cantwell & Goldman, P.A.

(Firm/ Company)

96 Willard Street, Suite 302

(Address)

Cocoa, FL 32922

(City/ State and Zip Code)

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

For further information concerning this matter, please call:

(Name of Contact Person) at (_____) _____
(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed) | <input type="checkbox"/> \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy is
Enclosed) |
|---|--|---|--|

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

Field Manor, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

N98000003454

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

(Florida street address)

New Registered Office Address:

_____, Florida _____
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

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If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____

E. If amending or adding additional Articles, enter change(s) here:
(attach additional sheets, if necessary). (Be specific)

**Article Nineteen is hereby amended to read as stated in the
Attached Exhibit "A"**

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

- ☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated 11/15/2013

Signature Jane T. Templeton

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Jane T. Templeton
(Typed or printed name of person signing)

President
(Title of person signing)

FIRST AMENDMENT TO THE BYLAWS OF FIELD MANOR, INC.

The Bylaws of Field Manor, Inc., a Florida not-for-profit corporation, are hereby amended to include the following additional Article XIV:

ARTICLE XIV DIRECTOR AND OFFICER INDEMNIFICATION

To the greatest extent not inconsistent with the laws and public policies of Florida, the Corporation shall have the obligation to indemnify any Director or Officer (any such Director or Officer hereinafter being referred to as the indemnified "Individual") made a party to any proceeding because such Individual is or was a Director or Officer of the Corporation against all liability incurred by such Individual in connection with any proceeding. Where such indemnification is required under the provisions of this Article XIV, the Corporation shall pay for or reimburse all expenses incurred by the Individual in connection with any such proceeding in advance of final disposition.

Upon request by an Individual for indemnification or advancement of expenses, as the case may be, the Corporation shall expeditiously determine whether the Individual is entitled thereto in accordance with this Article XIV. The indemnification and advancement of expenses provided for under this Article XIV shall be applicable to any proceeding arising from acts or omissions occurring before or after the adoption of this Article XIV.

The Corporation shall have the power, but not the obligation, to indemnify any individual who is or was an employee or agent of the Corporation to the same extent as if such individual was a Director or Officer.

Nothing contained in this Article XIV shall omit or preclude the exercise or be deemed exclusive of any right under the law, by contract or otherwise, relating to the indemnification of or advancement of expenses to any Individual who is or was a Director or Officer of the Corporation or is or was serving at the Corporation's request as a director, officer, partner, manager, trustee, employee, or agent of another foreign or domestic company, partnership, association, limited liability company, Corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or not. Nothing contained in this Article XIV shall limit the ability of the Corporation to otherwise indemnify or advance expenses to any individual. It is the intent of this Article XIV to authorize indemnification of a Director or Officer to the fullest extent now or hereafter permitted by the law and consistent with the terms and conditions of this Article XIV. Indemnification may be provided in accordance with this Article XIV irrespective of the nature of the legal or equitable theory upon which a claim is made, including, without limitation, negligence, breach of duty, mismanagement, waste, breach of contract, breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 200474, as amended, or violation of any other state or federal law.

The Corporation may purchase and maintain insurance for its benefit, the benefit of any individual who is eligible for indemnification under this Article XIV, or both, against any

liability asserted against or incurred by such individual in any capacity or arising out of such individual's service with the Corporation, whether or not the Corporation would have the power to indemnify such individual against such liability.

For purposes of this Article XIV:

(1) The term "expenses" includes all direct and indirect costs (including, without limitation, attorneys' fees, paralegals' fees, costs and fees incurred responding to subpoenas, counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement, or appeal of a proceeding.

(2) The term "liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to any employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

(3) The term "party" includes an Individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

(4) The term "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal.

The forgoing First Amendment to the Bylaws of Field Manor, Inc. was adopted unanimously by the written consent of the Board of Directors.

EXHIBIT "A"

Article Nineteen

DIRECTOR AND OFFICER INDEMNIFICATION

To the greatest extent not inconsistent with the laws and public policies of Florida, the Corporation shall have the obligation to indemnify any Director or Officer (any such Director or Officer hereinafter being referred to as the indemnified "Individual") made a party to any proceeding because such Individual is or was a Director or Officer of the Corporation against all liability incurred by such Individual in connection with any proceeding. Where such indemnification is required under the provisions of this Article Nineteen, the Corporation shall pay for or reimburse all expenses incurred by the Individual in connection with any such proceeding in advance of final disposition.

Upon request by an Individual for indemnification or advancement of expenses, as the case may be, the Corporation shall expeditiously determine whether the Individual is entitled thereto in accordance with this Article Nineteen. The indemnification and advancement of expenses provided for under this Article Nineteen shall be applicable to any proceeding arising from acts or omissions occurring before or after the adoption of this Article Nineteen.

The Corporation shall have the power, but not the obligation, to indemnify any individual who is or was an employee or agent of the Corporation to the same extent as if such individual was a Director or Officer.

Nothing contained in this Article Nineteen shall omit or preclude the exercise or be deemed exclusive of any right under the law, by contract or otherwise, relating to the indemnification of or advancement of expenses to any Individual who is or was a Director or Officer of the Corporation or is or was serving at the Corporation's request as a director, officer, partner, manager, trustee, employee, or agent of another foreign or domestic company, partnership, association, limited liability company, Corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or not. Nothing contained in this Article Nineteen shall limit the ability of the Corporation to otherwise indemnify or advance expenses to any individual. It is the intent of this Article Nineteen to authorize indemnification of a Director or Officer to the fullest extent now or hereafter permitted by the law and consistent with the terms and conditions of this Article Nineteen. Indemnification may be provided in accordance with this Article Nineteen irrespective of the nature of the legal or equitable theory upon which a claim is made, including, without limitation, negligence, breach of duty, mismanagement, waste, breach of contract, breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 200474, as amended, or violation of any other state or federal law.

The Corporation may purchase and maintain insurance for its benefit, the benefit of any individual who is eligible for indemnification under this Article Nineteen, or both, against any liability asserted against or incurred by such individual in any capacity or arising out of such

individual's service with the Corporation, whether or not the Corporation would have the power to indemnify such individual against such liability.

For purposes of this Article Nineteen:

(1) The term "expenses" includes all direct and indirect costs (including, without limitation, attorneys' fees, paralegals' fees, costs and fees incurred responding to subpoenas, counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement, or appeal of a proceeding.

(2) The term "liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to any employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

(3) The term "party" includes an Individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

(4) The term "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal.