

TRANSMITTAL LETTER

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

**SUBJECT:** STRATASTAR CORPORATION  
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one(1) copy of the articles of incorporation and a check for:

☒ \$70.00  
Filing Fee

☐ \$78.75  
Filing Fee  
& Certificate of Status

☐ \$78.75  
Filing Fee  
& Certified Copy

☐ \$87.50  
Filing Fee,  
Certified Copy  
& Certificate of  
Status

**ADDITIONAL COPY REQUIRED**

**FROM:** EDWARD H. MURPHY  
Name (Printed or typed)

500 WINDERLEY PLACE, SUITE 115  
Address

MAITLAND, FL 32751  
City, State & Zip

407-838-1010  
Daytime Telephone number

600004455496--6  
-07/02/01--01032--004  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

**NOTE:** Please provide the original and one copy of the articles.

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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FILED

G. BULLOCK JUL 05 2001

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**ARTICLES OF INCORPORATION  
OF  
STRATASTAR CORPORATION**

Pursuant to Chapter 607 and/or Chapter 621, F.S., STRATASTAR CORPORATION (the "Corporation") adopts these Articles of Incorporation:

FIRST: The Corporation's Articles of Incorporation in their entirety read as follows:

**ARTICLE 1  
Name**

The name of the Corporation is: STRATASTAR CORPORATION.

**ARTICLE 2  
Business and Activities**

The Corporation may, and is authorized to, engage in any activity or business now or hereafter permitted under the laws of the United States and of the State of Florida.

**ARTICLE 3  
Capital Stock**

This corporation (hereinafter the "Corporation") is authorized to issue fifteen million (15,000,000) shares of common stock, without par value per share.

**ARTICLE 4  
Board of Directors**

4.1 Number of Directors. The initial number of directors constituting the Board of Directors of the Corporation is two (2). The number of directors may be increased or decreased from time to time as provided in the Bylaws, but in no event shall the number of directors be less than one (1) or more than five (5).

4.2 Exercise of Business Judgment. In discharging his or her duties as a director of the Corporation, a director may consider such factors as the director considers relevant, including the long-term prospects and interests of the Corporation and its shareholders, the social, economic, legal, or other effects of any corporate action or inaction upon the employees, suppliers, or customers of the Corporation or its subsidiaries, the communities and society in which the Corporation or its subsidiaries operate, and the economy of the State of Florida and the United States.

**ARTICLE 5  
Special Meetings of Shareholders**

Special meetings of the shareholders of the Corporation may be called at any time, but only by (a) the Chief Executive Officer or Chairman of the Board of the Corporation, (b) a majority of the directors in office, although less than a quorum, and (c) the Secretary of the

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Corporation, upon the demand of the holders of record representing at least fifty percent (50%) of the total number of votes entitled to be cast on each issue proposed to be considered at the meeting.

## ARTICLE 6 Indemnification

### 6.1 Definitions. In this Article:

(A) "*Indemnitee*" means (i) any present or former Director, advisory director or officer of the Corporation, (ii) any person who while serving in any of the capacities referred to in clause (i) hereof served at the Corporation's request as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, and (iii) any person nominated or designated by (or pursuant to authority granted by) the Board or any committee thereof to serve in any of the capacities referred to in clauses (i) or (ii) hereof.

(B) "*Official Capacity*" means (i) when used with respect to a Director, the office of Director of the Corporation, and (ii) when used with respect to a person other than a Director, the elective or appointive office of the Corporation held by such person or the employment or agency relationship undertaken by such person on behalf of the Corporation, but in each case does not include service for any other foreign or domestic corporation or any partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

(C) "*Proceeding*" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

6.2 Indemnification. The Corporation shall indemnify every Indemnitee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement and reasonable expenses actually incurred by the Indemnitee in connection with any Proceeding in which he was, is or is threatened to be named defendant or respondent, or in which he was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of his serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in Section 6.1, if it is determined in accordance with Section 6.3 that the Indemnitee (a) conducted himself in good faith, (b) reasonably believed, in the case of conduct in his Official Capacity, that his conduct was in the Corporation's best interests and, in all other cases, that his conduct was at least not opposed to the Corporation's best interests, and (c) in the case of any criminal proceeding, had no reasonable cause to believe that his conduct was unlawful; *provided, however*, that in the event that an Indemnitee is found liable to the Corporation or is found liable on the basis that personal benefit was improperly received by the Indemnitee the indemnification (i) is limited to reasonable expenses actually incurred by the Indemnitee in connection with the Proceeding and (ii) shall not be made in respect of any Proceeding in which the Indemnitee shall have been found liable for willful or intentional misconduct in the performance of his duty to the

Corporation. Except as provided in the immediately preceding proviso to the first sentence of this Section 6.2, no indemnification shall be made under this Section 6.2 in respect of any Proceeding in which such Indemnatee shall have been (x) found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the Indemnatee's Official Capacity, or (y) found liable to the Corporation. The termination of any Proceeding by judgment, order, settlement or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that the Indemnatee did not meet the requirements set forth in clauses (a), (b) or (c) in the first sentence of this Section 6.2. An Indemnatee shall be deemed to have been found liable in respect of any claim, issue or matter only after the Indemnatee shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom. Reasonable expenses shall include, without limitation, all court costs and all fees and disbursements of attorneys for the Indemnatee. The indemnification provided herein shall be applicable whether or not negligence or gross negligence of the Indemnatee is alleged or proven. Notwithstanding the above, the Corporation shall not be required to advance any expenses in connection with any proceeding initiated by or on behalf of any person against the Corporation.

6.3 Determinations. Any indemnification under Section 6.2 (unless ordered by a court of competent jurisdiction) shall be made by the Corporation only upon a determination that indemnification of the Indemnatee is proper in the circumstances because he has met the applicable standard of conduct. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of Directors who, at the time of such vote, are not named defendants or respondents in the Proceeding; (b) if such a quorum cannot be obtained, then by a majority vote of a committee of the Board, duly designated to act in the matter by a majority vote of all Directors (in which designation Directors who are named defendants or respondents in the Proceeding may participate), such committee to consist solely of two (2) or more Directors who, at the time of the committee vote, are not named defendants or respondents in the Proceeding; (c) by special legal counsel selected by the Board or a committee thereof by vote as set forth in clauses (a) or (b) of this Section 6.3 or, if the requisite quorum of all of the Directors cannot be obtained therefor and such committee cannot be established, by a majority vote of all of the Directors (in which Directors who are named defendants or respondents in the Proceeding may participate); or (d) by the shareholders in a vote that excludes the shares held by Directors that are named defendants or respondents in the Proceeding. Determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified in clause (c) of the preceding sentence for the selection of special legal counsel. In the event a determination is made under this Section 6.3 that the Indemnatee has met the applicable standard of conduct as to some matters but not as to others, amounts to be indemnified may be reasonably prorated.

6.4 Advancement of Expenses. Reasonable expenses (including court costs and attorneys' fees) incurred by an Indemnatee who was or is a witness or was, is or is threatened to be made a named defendant or respondent in a Proceeding shall be paid by the Corporation only upon the approval of the Board at reasonable intervals in advance of the final disposition of such Proceeding, and without making the determination specified in Section 6.3, after receipt by the

Corporation of (a) a written affirmation by such Indemnitee of his good faith belief that he has met the standard of conduct necessary for indemnification by the Corporation under this Article and (b) a written undertaking by or on behalf of such Indemnitee to repay the amount paid or reimbursed by the Corporation if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article. Such written undertaking shall be an unlimited obligation of the Indemnitee but need not be secured and it may be accepted without reference to financial ability to make repayment. Notwithstanding any other provision of this Article, the Corporation may pay or reimburse expenses incurred by an Indemnitee in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not named a defendant or respondent in the Proceeding.

6.5 Other Indemnification and Insurance. The indemnification provided by this Article shall (a) not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Corporation's Articles, any law, agreement or vote of shareholders or disinterested Directors, or otherwise, or under any policy or policies of insurance purchased and maintained by the Corporation on behalf of any Indemnitee, both as to action in his Official Capacity and as to action in any other capacity, (b) continue as to a person who has ceased to be in the capacity by reason of which he was an Indemnitee with respect to matters arising during the period he was in such capacity, and (c) inure to the benefit of the heirs, executors and administrators of such a person. The Corporation may, but shall not be required to, supplement the rights to indemnification contained in this Section 6 against liabilities and advancement of expenses by the purchase of insurance on behalf of any one or more of its Directors or officers under this Article.

6.6 Notice. Any indemnification of or advance of expenses to an Indemnitee in accordance with this Article shall be reported in writing to the shareholders of the Corporation with or before the notice or waiver of notice of the next shareholders' meeting or with or before the next submission to shareholders of a consent to action without a meeting and, in any case, within the twelve-month period immediately following the date of the indemnification or advance.

6.7 Construction. The indemnification provided by this Article shall be subject to all valid and applicable laws, including, without limitation, the Act, and, in the event this Article or any of the provisions hereof or the indemnification contemplated hereby are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this Article shall be regarded as modified accordingly, and, as so modified, to continue in full force and effect.

6.8 Continuing Offer, Reliance, etc. The provisions of this Article (a) are for the benefit of, and may be enforced by, each Indemnitee of the Corporation, the same as if set forth in their entirety in a written instrument duly executed and delivered by the Corporation and such Indemnitee and (b) constitute a continuing offer to all present and future Indemnities. The Corporation, by its adoption of these Bylaws, (x) acknowledges and agrees that each Indemnitee of the Corporation has relied upon and will continue to rely upon the provisions of this Article in becoming, and serving in any of the capacities referred to in Section 6.1(a) of this Article, (y) waives reliance upon, and all notices of acceptance of, such provisions by such Indemnities and

(z) acknowledges and agrees that no present or future Indemnatee shall be prejudiced in his right to enforce the provisions of this Article in accordance with their terms by any act or failure to act on the part of the Corporation.

6.9 Effect of Amendment. No amendment, modification or repeal of this Article or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitees to be indemnified by the Corporation, nor the obligation of the Corporation to indemnify any such Indemnitees, under and in accordance with the provisions of the Article as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

#### ARTICLE 7 Amendments

The affirmative vote of fifty-one percent (51%) of the total number of votes of the then outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required (unless separate voting by classes is required by the FBCA, in which event the affirmative vote of fifty-one percent (51%) of the number of shares of each class or series entitled to vote as a class shall be required) to amend or repeal these Articles of Incorporation. Notice of any proposed amendment or repeal shall be contained in the notice of the meeting at which it is to be considered. Subject to the provisions set forth herein, the Corporation reserves the right to amend or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by law.

#### ARTICLE 8 Registered Office and Agent

The name and address of the Registered Agent and Office of the Corporation is Edward H. Murphy, 500 Winderley Place, Suite 115, Maitland, FL 32751. Mr. Murphy upon agreeing to this designation agrees to comply with the provisions of Florida Statutes, as amended from time to time, with respect to keeping an office open for service of process.

#### ARTICLE 9 Principal Office and Mailing Address

The address of the Principal Office of the Corporation and its mailing address is 500 Winderley Place, Suite 115, Maitland, Florida 32751. The location of the Principal Office and the mailing address shall be subject to change as may be provided in the Bylaws.

#### ARTICLE 10 Incorporator

The name and address of the person signing these Articles of Incorporation is Edward H. Murphy, 500 Winderley Place, Suite 115, Maitland, Florida 32751

SECOND: The foregoing Corporation's Articles of Incorporation are adopted and approved by the written consent of the directors of the Corporation dated July 1, 2001 and by written consent of the shareholders of the Corporation, the number of votes cast by the shareholders being sufficient for approval.

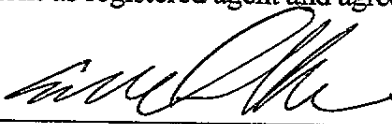
THIRD: The foregoing Corporation's Articles of Incorporation will become effective upon the filing of these Articles of Incorporation with the Florida Department of State.

IN WITNESS WHEREOF, these Articles of Incorporation have been signed on behalf of the Corporation as of the 1<sup>st</sup> day of July, 2001.

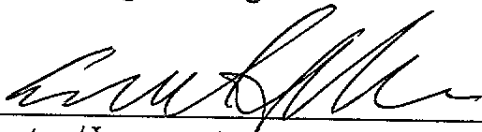
**STRATASTAR CORPORATION**

By:   
**EDWARD MURPHY**  
President

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

  
Signature/Registered Agent

7/1/01  
Date

  
Signature/Incorporator

7/1/01  
Date