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CHARTERED LAW FIRM OF
AUBIN WADE ROBINSON
Attorneys at Law

FILED
01 OCT -3 PM 12:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1 October 2001

MAIL REPLY TO:
P. O. BOX 210425
ROYAL PALM BEACH, FL 33421

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

Subject: Sulocki Restoration, Inc.

Dear Clerk:

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-10/03/01--01036--019
*****87.50 *****87.50

Enclosed please find an original and two (2) copies of the articles of incorporation and a check for **\$87.50**:

Filing Fees	\$ 35.00
Two Certified Copies	\$ 17.50
Registered Agent designation.	\$35.00
TOTAL	\$ 87.50

Please return all documents to:

Chartered Law Firm of AUBIN WADE ROBINSON
P. O. Box 210425
Royal Palm Beach, FL 33421

Tel: 561.333.8755

TELEPHONE:

561.333.8755

FAX:

561.791.7950

EMAIL:

Aubin_Wade_Robinson@Juno.com

Office Locations:



PALM BEACH:

Royal Plaza, Esplanade
505 Royal Palm Beach Blvd.
Royal Palm Beach, Florida



BROWARD:

Envirwood Executive Plaza, Suite 205
5950 West Oakland Park Blvd.
Fort Lauderdale, Florida

Respectfully,

AUBIN WADE ROBINSON

10-5-01
WRC

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

The undersigned incorporator(s), for purpose of forming a corporation under the Florida Business Corporation Act, hereby adopt(s) the following Articles of Incorporation.

ARTICLE I NAME

The name of the corporation shall be: SULOCKI RESTORATION INC.

ARTICLE II PRINCIPAL OFFICE

The principal place of business and mailing address of this corporation shall be:
Place of Business: 800 Crestwood CT South #813, Royal Palm Beach, Florida 33411
Mail Address: 505 Royal Palm Beach Blvd. Royal Palm Beach, Florida 33411

ARTICLE III SHARES

The number of shares of stock that this corporation is authorized to have outstanding at any one time is: 100

No shares shall be voluntarily sold, pledged, hypothecated, or otherwise transferred or permitted to be transferred in any manner or by any means whatsoever except as follows:

1. Any shareholder intending to transfer any shares shall first offer such shares for sale at the Purchase Value as hereinafter defined to the Corporation for a period of thirty (30) days, and then, to the extent such offer is rejected or not accepted by the Corporation within that period, such shares have been offered for sale at the Purchase Value for a period of ten (10) days to all other shareholders in proportion to the number of such shares held by them. Each such offer shall be in writing and shall specify the number of shares being offered, the name and address of each person to whom such shares are proposed to be transferred, and the price per share and other terms upon which each such transfer is intended to be made; and each such offer may be accepted by the offeree in

whole or in part at any time during the continuance of the offer. If any shares are not purchased pursuant to the aforesaid offers, the Offeror shall for a period of ninety (90) days thereafter be free to transfer such shares to the person or person so named at the price per share and upon the other terms so named; provided that any such transferee of those shares shall thereafter be bound by all of the provisions of this Agreement.

2. Upon the happening of any of the events enumerated below, the Corporation shall purchase at Purchase Value as hereinafter defined all of the shares of the shareholder so affected:
 - a. If any shareholder shall be adjudged incompetent or a general guardian or guardian of his estate shall be appointed for him by any court; or
 - b. If any shareholder makes any assignment for the benefit of creditors or applies for the appointment of a trustee, a liquidator, or a receiver, or commences any proceeding related to himself under any bankruptcy or arrangement of similar law; or if any such application is filed or proceedings commenced against the shareholder and the shareholder consents thereto or an order is entered allowing such application and remains in effect for sixty (60) days; or
 - c. If the shares of any shareholder are purported to be transferred involuntarily, including, without limitation, any purported transfer by or pursuant to bankruptcy, attachment, divorce, equitable distribution, or operation of law; or
 - d. If any shareholder shall die, or
 - e. If any shareholder fails to produce business opportunities that were to be brought to the corporation as basis for issuance of shares.
 - f. If any shareholder fails to devote his or her best efforts to develop the best interests of the Corporation.
3. Purchase Value as used herein shall mean the Purchase Value of the shares of the Corporation established by a certificate of agreed value signed by each shareholder and filed with the Corporation. If, at any time when it becomes necessary to determine Purchase Value of the shares of the Corporation, a certificate of agreed value is in existence and such certificate of agreed value is dated less than two (2) years before the date as of which the Purchase Value is to be determined, then the agreed value set forth in such certificate shall be conclusive as to the Purchase Value and shall be accepted as the Purchase Value as of the date on which Purchase Value is to be determined, and no accountant's determination of book value shall be required or made. In no event shall a certificate of agreed value be effective unless signed by all the shareholders. The shareholders may at any time execute a new certificate of agreed value which shall automatically replace all prior certificates of agreed value and in no event shall any but the last certificate of agreed value be effective, if at all, for the purpose herein specified.

4. In the event there is no certificate of agreed value or in the event the same is more than two (2) years old, then, and in that event, Purchase Value shall mean book value of the shares of the Corporation. Book value of the shares of the Corporation shall mean as determined by the accountant or accounting firm then servicing the Corporation, and such determination when made, certified, and delivered to the Corporation shall be binding upon the Corporation and upon all parties bound by the terms of the Agreement. Such determination shall be made in accordance with sound accounting practice and the following shall be observed:
- a. No allowance of any kind shall be made for goodwill, trade name, or any similar intangible asset.
 - b. All accounts payable shall be taken at the face amount, less discounts deductible therefrom, and all accounts receivable shall be taken at the face amount thereof, less discounts to the customers and a reasonable reserve for bad debts.
 - c. All machinery, fixtures, and equipment shall be taken at the valuation appearing on the books of the Corporation.
 - d. Inventory of merchandise and supplies shall be computed at cost or market value, whichever is lower.
 - e. All unpaid and accrued taxes shall be deducted as liabilities.

ARTICLE IV INITIAL REGISTERED AGENT AND STREET ADDRESS

The name of the initial registered agent is: Aubin Wade Robinson, Attorney
505 Royal Palm Beach Blvd.
Royal Palm Beach, Florida 33411

ARTICLE V INCORPORATORS

The name(s) and addresses of the incorporators to this Articles of Incorporation is (are):
Richard Sulocki
800 Crestwood CT South # 813
Royal Palm Beach, Florida 33411

THE UNDERSIGNED INCORPORATOR(S) HAS (HAVE) EXECUTED THESE
ARTICLES OF INCORPORATION ON 9/26/2001.



Signature of Incorporator

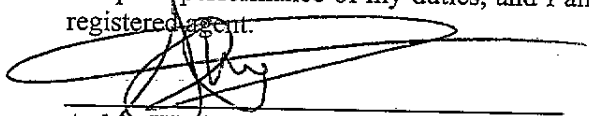
RICARDO J. SULOCKI

Printed Name of Incorporator

Signature of Additional Incorporator

Printed Name of Additional Incorporator

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.



Aubin Wade Robinson, Registered Agent

9/26/2001

Date