

PO1000112604

John CURTIS

Requester's Name

11635 NW 1st AVE

Address

GAINESVILLE, FL 32607

City/State/Zip

Phone #

APPROVED
AND
FILED

11/28/01 01:12

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. KRC Property INC
(Corporation Name)

(Document #)

01 NOV 28 AM 10:01
DIVISION OF CORPORATION

RECEIVED

2. _____
(Corporation Name)

(Document #)

3. _____
(Corporation Name)

(Document #)

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(Corporation Name)

(Document #)

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NEW FILINGS

- Profit
- Not for Profit
- Limited Liability
- Domestication
- Other

AMENDMENTS

- Amendment
- Resignation of R.A., Officer/Director
- Change of Registered Agent
- Dissolution/Withdrawal
- Merger

OTHER FILINGS

- Annual Report
- Fictitious Name

REGISTRATION/QUALIFICATION

- Foreign
- Limited Partnership
- Reinstatement
- Trademark
- Other

Examiner's Initials

AP 11/28/01

ARTICLES OF INCORPORATION
OF
KRC PROPERTY, INC.

ARTICLE I

1.01 **Name and Address.** The name of the corporation is: KRC Property, Inc. and the mailing address of the corporation is: 11635 NW 1st Ave., Gainesville, Florida, 32607.

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TALLAHASSEE, FLORIDA
STATE

ARTICLE II

2.01 **Duration.** The period of duration of the corporation is perpetual.

ARTICLE III

3.01 **Powers.** The corporation, subject to any specific written limitations or restrictions for sharing profits, union of interest, reciprocal association, or cooperative association with any domestic corporation or foreign corporation, associations, partnership, individuals, other entities or by any foreign country, and to enter into general or limited partnerships;

- (a) **Statutory Powers.** To have and exercise all the powers specified in the law;
- (b) **Profit-Sharing Arrangements.** To enter into any lawful arrangement for sharing profits, union of interest, reciprocal association, or cooperative association with any domestic corporation or foreign corporation, associations, partnership, individuals, other entities or by any foreign country, and to enter into general or limited partnerships;
- (c) **Guarantees.** To make any guarantee respecting stocks, dividends, securities, indebtedness, interest, contracts, or other obligations created by any domestic or foreign corporations, associations, partnerships, individuals or other entities;
- (d) **Construction of Powers.** Each of the foregoing clauses of the section shall be construed as independent powers and the matters expressed in each clause shall not, unless otherwise expressly provided, be limited by reference to, or inference from the terms of any other clause. The enumeration of specific powers shall not be construed as limited or restricting in any manner either the meaning of general terms used in any of these clauses, or the scope of the general powers of the corporation created by them, nor shall the expression of one thing in any of these clauses be deemed to exclude another not expressed, although it be of like nature.

3.02 **Foreign Exercise of Purpose and Powers.** The corporation may carry out its purpose and exercise its powers in any state, territory, district, possession of the United States, or in any foreign Country, to the extent that these purposes and powers are not forbidden by the law of that state, territory, district, possession of the United States, or by the foreign country; and it may limit the purpose or purposes that it proposes to carry out or the powers it proposes to exercise in any application

to do business in any state, territory, district, possession of the United States, or foreign Country.

- 3.03 **Authority of Directors.** The board, subject to any specific written limitations or restrictions imposed by the law or these Articles, shall direct the carrying out of the purposes and exercises the powers of the corporation without previous authorization or subsequent approval by the shareholders of the corporation.
- 3.04 **Limited Provisions.** Nothing contained in these Articles shall be construed to authorize the corporation to engage in the business of banking or insurance.

ARTICLE IV

- 4.01 **Stock Certificates.** Certificates of stock shall be signed by the president or the vice president, jointly with the secretary and the seal of the corporation shall be impressed thereon.
- 4.02 **Number of Authorized Shares.** The aggregate number of shares that the corporation shall have authority to issue is 500 shares of common stock with par value of \$.01 per share.
- 4.03 **Restricted Stock.** All of the shares of capital stock shall be restricted and each certificate shall bear the following legend:
Transfer of these shares is restricted. The corporation will furnish a full statement of restrictions to any requested shareholder without charge.
- 4.04 **Shares Not in Classes.** The shares of the corporation are not to be divided into classes.

ARTICLE V

- 5.01 **Bylaws.** The power to adopt, alter or repeal bylaws shall be vested in the Board of Directors, except where the shareholders specifically provide in any bylaw made by them that such bylaws shall not be altered, amended or repealed by the Board.
- 5.02 **Director Conflicts.** Any contract or other transactions between the corporation and one or more of its directors, a committee, shareholders or employees, in which they are interested, or between the corporation and any corporation or association of which one or more of its directors and shareholders, members, directors, officers, or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of the director or directors at the meeting of the board of the corporation that acts upon, or in reference to, the contract or transaction; provided, the interested party does not vote or participate in the action; that the interested party discloses his interest before action is taken, and the contract or the transaction is fair and reasonable as to the corporation at the time it is authorized by the board, a committee or its shareholders. This section shall not be construed to invalidate any contract or other transactions that would otherwise be valid under the common and statutory law applicable to it.

5.03 Indemnification and Related Matters.

(a) **Power to indemnify – Third Party Actions.** The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation; or is or was, at the request of the corporation, a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in the best interests of the corporation, and, with respect to any criminal action or proceeding, he had no reasonable cause to believe that his conduct was unlawful.

(b) **Power to Indemnify – Actions Brought in the Right of the Corporation.** The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation or is or was serving, at the request of the corporation, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorney's fees, judgment, fines and amounts paid in settlement) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in the best interest of the corporation, except that no indemnification should be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation, unless and only to the extent the court in which such action or suit is brought shall determine, upon application, that despite adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court may deem proper.

(c) **Right to Indemnification.** To the extent that a director, officer, employee or agent of the corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in clause (a) and (b), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by him in connection therewith.

(d) **Determination of Entitlement to Indemnification.** Any indemnification under clauses (a) and (b), unless ordered by a court, shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in clauses (a) and (b). Such determination shall be made (1) by the board by a majority vote of a quorum consistent of directors who were not parties to such action, suit, or proceeding, or (2) if such quorum is not obtainable, are even if attainable, as a quorum or disinterested directors so directs, by independent legal counsel, in a written opinion, or (3) by the shareholders.

(e) **Advancement of Expenses.** Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in clause (d) upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized in this section.

(f) **Savings Clause.** The indemnification provided by this section shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be director, officer, employee or agent, any shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) **Insurance.** The corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him and any such capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this section.

5.04 **Removal of Directors.** At a special meeting of the shareholders called expressly for that purpose, directors may be removed in the manner provided by the bylaws.

5.05 **Amendment of Articles of Incorporation.** The corporation reserves the right to amend the articles in any manner now or hereafter permitted by the law.

ARTICLE VI

6.01 **Organizing Directors.** This corporation shall have two (2) directors initially. The number of directors may be either increased or diminished from time to time by the bylaws. The name and address of the initial directors of this corporation are:

<u>Name</u>	<u>Address</u>
John M. Curtis	11635 NW 1 st Ave., Gainesville, FL 32607
Thomas R. Rhoden	515 S. 6 th Street, Macclenny, Fl 32063
Todd L. Knabb	7436 Woodlawn Rd, Macclenny, Fl 32063

ARTICLE VII

7.01 **Registered Agent and Office.** The name of the initial Registered Agent is John M. Curtis and is located at 11635 NW 1st Ave., Gainesville, Florida 32607. The corporation's principal office address and registered office address are the same.

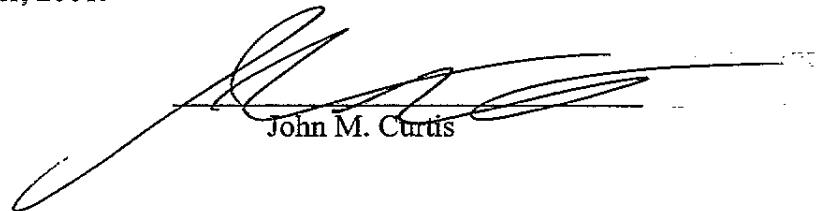
ARTICLE VIII

8.01 **Incorporator.** The name and address of the incorporator is John M. Curtis at 11635 NW 1st Ave., Gainesville, Florida 32607.

ARTICLE IX

9.01 **Subchapter "S" Corporation.** The corporation is authorized to issue only one (1) class of stock, and all issued stock shall be held of record by not more than thirty-five (35) persons. Stock will be issued and transferred only to (1) natural persons, (2) estates, (3) a trust as described in 26 U.S.C.S., 1391, as amended January 1, 1983, and as amended in 1988 by PL100-647, defined a qualified "small business corporation". In addition, no stock shall be issued or transferred to a non-resident alien.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 26th day of November, 2001.



John M. Curtis

STATE OF FLORIDA
COUNTY OF ALACHUA

BEFORE ME, a notary authorized to take acknowledgements in this state in the country set forth above, personally appeared John M. Curtis, known to me and known by me to be the person who executed the foregoing Articles and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal this 26th day of November 2001.



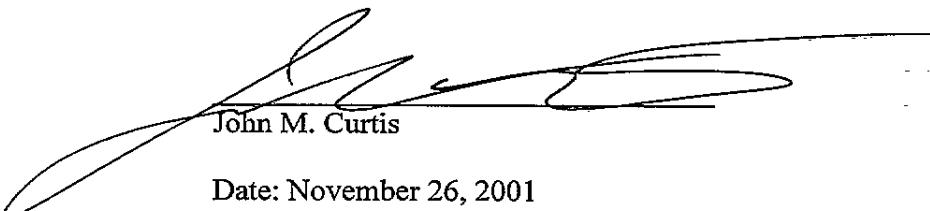
Notary Public
State of Florida

My commission expires:



CERTIFICATE OF ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

Having been named as registered agent and to accept service of process for KRC Property, Inc. at the place designated in foregoing Articles of Incorporation of KRC Property, Inc., John M. Curtis hereby accepts the appointment as registered agent and agrees to act in this capacity. John M. Curtis further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties and is familiar with and accepts the obligations of its position as registered agent.



John M. Curtis

Date: November 26, 2001

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AND
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA