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05 MAR 28 PM 2:58

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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APR 05 2005

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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Thor's Hammer Carpentry, Inc.

DOCUMENT NUMBER: P030000 89621

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

Please return all correspondence concerning this matter to the following:

Ronald E. Jenkins
(Name of Contact Person)

Thor's Hammer Carpentry, Inc.
(Firm/ Company)

P.O. Box 555163
(Address)

Orlando, FL 32855
(City/ State/ and Zip Code)

For further information concerning this matter, please call:

Ronald E. Jenkins at (407) 719-6045
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☐ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☒ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$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
409 E. Gaines Street
Tallahassee, FL 32399

Articles of Amendment
to
Articles of Incorporation
of

Theris Hammer Carpentry, Inc.
(Name of corporation as currently filed with the Florida Dept. of State)

P03000089621

(Document number of corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this **Florida Profit Corporation** adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changing):

(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")
(A professional corporation must contain the word "chartered", "professional association," or the abbreviation "P.A.")

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

Article XV - (Added)

See Attached Copies

(Attach additional pages if necessary)

If an amendment provides for exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: (if not applicable, indicate N/A)

(continued)

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05 MAR 28 PM 2:58
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TALLAHASSEE, FLORIDA

The date of each amendment(s) adoption: January 28, 2005

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

Adoption of Amendment(s) **(CHECK ONE)**

☒ The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval by _____"
(voting group)

☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☒ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signed this 28th day of February, 2005

Signature Ronald E. Jenkins

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

Ronald E. Jenkins

(Typed or printed name of person signing)

President

(Title of person signing)

FILING FEE: \$35

**INDEMNIFICATION AGREEMENT
AND
COVENANT NOT TO SUE**

AGREEMENT, made and entered into as of 28 February 2005, between **THOR'S HAMMER CARPENTRY, INC.**, a Florida corporation (the "Corporation"), and **Ronald E. Jenkins**, (collectively herein, "Indemnitees").

WITNESSETH

WHEREAS, at the request of the Corporation, Indemnitees currently serve as Officers and/or Directors of the Corporation and may, therefore, be subjected to actions, suits or proceedings be reason of such service; and

WHEREAS, as an inducement to Indemnitees to continue to serve as Officers and Directors, the Corporation has agreed not to sue and to indemnify Indemnitees against expenses and costs incurred by Indemnitees in connection with any such actions, suits or proceedings, to the fullest extent permitted by law; and

WHEREAS, the parties desire to set forth their agreement regarding indemnification;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties agree as follows:

1. **Acts or Omissions Covered By This Agreement**. This Agreement shall cover any act or omission by Indemnitees which:
 - 1.1 occurs or is alleged to have occurred by reason of its being or having been the Officers and/or Directors of the Corporation;
 - 1.2 occurs or is alleged to have occurred before, during or after the time when the Indemnitees served as Officers and/or Directors of the Corporation; and
 - 1.3 gives rise to, or is the direct or indirect subject of a claim in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, at any time or times whether during or after Indemnitees services as Officers and/or Directors of the Corporation.
2. **Indemnity and Covenant Not to Sue**. Subject to the provisions of Florida Statue Section 607.0850:
 - 2.1 The Corporation shall indemnify, to the fullest extent permitted by the Corporation's articles of incorporation and by laws, and regardless of any by-law provision to the contrary, Indemnitees, from and against any expenses (including attorneys' fees), judgements, fines, taxes, penalties and amounts paid in settlement actually and reasonably incurred by Indemnitees in connection with any threatend, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason

of the fact that they are or were Officers and/or Directors of the Corporation or was or were serving at the request of the Corporation as the Officers and/or Directors of another corporation, partnership, joint venture, trust or other enterprise and whether or not such actions is by or in the right of the Corporation or such other corporation, partnership, joint venture, trust or other enterprise with respect to which the Indemnitees serve or have served.

2.2 The Corporation agrees that it will never institute any action or suit at law or in equity against Indemnitees, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present, or future, arising out of Indemnitees' services to the Corporation.

3. **Successful Defense; Burden of Proof; Settlement; No Presumption.** Notwithstanding any other provision of this Agreement, to the extent that Indemnitees have been successful or unsuccessful on the merits in defense of any action, suit or proceeding or in defense of any issue or matter therein, including, without limitation, dismissal without prejudice, Indemnitees shall be indemnified against any and all expenses (including attorney fees), judgments, fines, taxes, penalties and amounts paid in settlement with respect to such action, suit or proceeding.

3.1 Indemnitees shall be presumed to be entitled to indemnification for any act or omission covered under this Agreement. The burden of proof of establishing that Indemnitees are not entitled to indemnification because of the failure to fulfill some requirement of Federal or Florida law, the Corporation's articles of incorporation or by-laws or this Agreement shall be on the Corporation.

3.2 The Corporation shall not settle any action or claim in any manner which would impose any penalty or limitation on Indemnitees without Indemnitees' prior written consent. Indemnitees shall not unreasonably withhold consent to any proposed settlement.

3.3 For purposes of this Agreement, the termination of any action, suit or proceeding, by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of nolo contendere, or its equivalent, shall not create a presumption that Indemnitees did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law or this Agreement.

4. **Notice By Indemnitees.** Indemnitees shall notify the Corporation in writing of any matter with respect to which Indemnitees intend to seek indemnification hereunder as soon as reasonably practicable following the receipt by Indemnitees of written threat thereof; provided, however, that failure to so notify the Corporation shall not constitute a waiver by Indemnitees of their rights hereunder.

5. **Advancement of Expenses.** In the event of any action, suit or proceeding against Indemnitees which may give rise to a right of indemnification from the Corporation pursuant to this Agreement, following written request to the Corporation by Indemnitees, the Corporation shall advance to Indemnitees amounts to cover expenses (including attorney fees) incurred by Indemnitees in defending any such action, suit or proceeding in advance of the final disposition thereof upon receipt of reasonably

satisfactory evidence as to the amount of such expenses. Indemnitees' written certification together with a copy of any expenses statement paid or to be paid by Indemnitees shall constitute satisfactory evidence as to the amount of expenses.

6. **Non-Exclusivity of Right of Indemnification.** The indemnification rights granted to Indemnitees under this Agreement shall not be deemed exclusive of, or in limitation of, any other rights to which Indemnitees may be entitled under Florida or Federal law, the Corporation's articles of incorporation or by-laws, any other agreement, any vote of shareholders or Directors or otherwise. To the extent Florida or Federal law, the Corporation's articles of incorporation or by-laws or other applicable law, as in effect on the date hereof or at any time in the future, permit greater indemnification than is provided for in this Agreement, Indemnitees shall enjoy such greater benefits so afforded, and this agreement shall be deemed amended without any further action by the Corporation or Indemnitees to grant such greater benefits. Indemnitees shall be entitled, in the sole discretion of Indemnitees, to elect to have indemnitees' rights hereunder interpreted on the basis of applicable law in effect at the time of execution of this Agreement, at the time of the occurrence of the indemnifiable event giving rise to a claim or at the time indemnification is sought.

7. **Termination of Agreement and Survival of Right of Indemnification.** Subject to Section 7.1, this Agreement shall terminate when Indemnitees' services to the Corporation as Officers and/or Directors end.

7.1 The rights granted to Indemnitees hereunder shall continue after termination and shall inure to the benefit of Indemnitees, their heirs, personal representatives and assigns, and this Agreement shall be binding upon the Corporation and its successors and assigns.

8. **Mediation and Arbitration.** Any disputes between the parties hereto, whether arising under this agreement or otherwise, which the parties cannot resolve between themselves using good faith shall be:

8.1 Referred to a court certified mediator of the Circuit Court in the County of the principal office of the Corporation, and any mediation shall be held in the County of the principal office of the Corporation. The parties shall share equally in the cost of said mediation.

8.2 In the event that said dispute is not resolved in mediation, the parties shall submit the dispute to a neutral arbitrator residing in the County of the principal address of the Corporation. The arbitration shall be held in the County of the principal office of the Corporation. The prevailing party shall recover all fees and costs of said arbitration. In the event that the parties are unable to agree upon an arbitrator within 15 days of the date on which either party requests arbitration of a matter, the arbitrator shall be provided by the American Arbitration Association. The parties further agree that full discovery shall be allowed to each party to the arbitration and written award shall be entered forthwith. Any and all types of relief that would otherwise be available in Court shall be available to both parties in the arbitration. The decision of the arbitrator shall be final and binding. Arbitration shall be the exclusive legal remedy of the parties. Judgement upon the award may be entered in any court of competent jurisdiction pursuant to Florida Statutes Chapter 682, as amended, The Arbitration Code.

8.3 If either party refuses to comply with a ruling or decision of the arbitrator and a lawsuit is brought to enforce said ruling or decision, it is agreed that the party not complying with the ruling or decision of the arbitrator shall pay the court costs and reasonable attorney's fees (including Trial and Appellate attorney's fees) incurred in enforcing the ruling or decision of the arbitrator.

8.4 Any rights of injunctive relief shall be in addition to and not in derogation or limitation of any other legal rights.

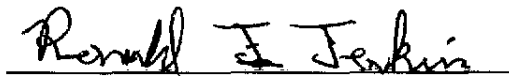
9. **Interpretation of Agreement.** The parties acknowledge that this Agreement is the product of mutual efforts by the parties and their respective agents. This Agreement shall be interpreted neither more favorable in favor of one party, nor less favorably in favor of another party.
10. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties and supersedes all prior discussions, negotiations, and understandings, whether oral or written, with respect to its subject matter.
11. **Modification.** No change or modification of this Agreement shall be valid unless it is in writing and signed by all the parties who are bound by the terms of this Agreement.
12. **Attorney's fees; Costs.** In any arbitration or litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs at the hearing, trial and appellate levels.
13. **Severability.** If any provision of this Agreement is held invalid, unenforceable, or void by a court of competent jurisdiction, this Agreement shall be considered divisible as to such provision, and the remainder of the Agreement shall be valid and binding as though such provision were not included in this Agreement.
14. **Authorization.** The Corporation is authorized to enter into this Agreement by virtue of a resolution adopted as a meeting of Directors held the 28 February 2005.
15. **Benefits; Binding Effects.** This Agreement shall be binding upon and shall operate for the benefit of the parties hereto and their respective heirs, personal representative, administrators, successors, and assigns.
16. **Venue and Jurisdiction.** Should a lawsuit be necessary to enforce this Agreement the parties agree that jurisdiction and venue are waived and suit shall be brought in the county of the principal office of the Corporation.
17. **Notices.** Any notice, demand or other communication required or permitted by this Agreement must be in writing and shall be deemed to have been given and received:
- 17.1 if delivered by overnight delivery service or messenger, when delivered, or
- 17.2 if mailed, on the third business day after deposit in the United States mail, certified or registered postage prepaid, return receipt requested, or
- 17.3 if faxed, telexed or telegraphed, twenty-four hours after being dispatched by fax, telegram or telex; in every case addressed to the party to be notified as follows:

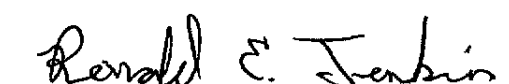
If to Corporation: THOR'S HAMMER CARPENTRY, INC.
6918 Silver Star Road, Orlando, Florida 32818
Telephone Number: (407) 719-6045
Facsimile Number: (407) 294-2988
Attention: Ronald E. Jenkins, President

If to Indemnitee: Ronald E. Jenkins
P.O. Box 555163
Orlando, Florida 32805
Telephone Number: (407) 719-6045
Facsimile Number: (407) 294-2988
Attention: Ronald E. Jenkins

18. **No - Waivers.** The waiver by any party of any other party's breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach, and the waiver by any party to exercise any right or remedy shall not operate nor be construed as a waiver or bar to the exercise of such right or remedy upon the occurrence of any subsequent breach. No action on the part of either party to this Agreement shall be interpreted as waiver unless such action shall be in writing.
19. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
20. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida (without regard to the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect and performance.
21. **Counterparts.** This Agreement may be executed in two or more parts, each of which shall be deemed an original but all of which together shall be one and the same instrument.
22. **Facsimile Copy.** A facsimile copy of this Agreement and any signatures affixed hereto shall be considered for all purposes as originals.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above stated.


Ronald E. Jenkins, Indemnitee

THOR'S HAMMER CARPENTRY, INC.
By: 
Ronald E. Jenkins, President