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FILED
04 APR -5 AM 9:20
CLERK OF STATE
TALLAHASSEE, FLORIDA

TRANSMITTAL LETTER

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

SUBJECT: J. HARBIN CONSTRUCTION, INC.
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

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

☐ \$70.00 ☐ \$78.75
Filing Fee Filing Fee
 & Certificate of Status

<input type="checkbox"/> \$78.75 Filing Fee & Certified Copy	<input checked="" type="checkbox"/> \$87.50 Filing Fee, Certified Copy & Certificate of Status
ADDITIONAL COPY REQUIRED	

FROM: J. HARBIN CONSTRUCTION, INC.
Name (Printed or typed)

P.O. BOX 621083

Address

OVIEDO, FL. 32765

City, State & Zip

352-284-0823

Daytime Telephone number

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

ARTICLES OF INCORPORATION
OF
J. HARBIN CONSTRUCTION, INC.

FILED
04 APR -5 AM 9:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I - NAME:

THE NAME OF THIS CORPORATION IS:

J. HARBIN CONSTRUCTION, INC.

ARTICLE II - PRINCIPAL OFFICE:

THE PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS OF THIS CORPORATION SHALL BE:

J. HARBIN CONSTRUCTION, INC.,
P.O. BOX 621083
OVIEDO, FL 32765

ARTICLE III - SHARES:

THIS CORPORATION SHALL BE A SMALL BUSINESS CORPORATION AS DEFINED IN SECTION 1244 OF THE INTERNAL REVENUE CODE AND THE STOCK ISSUED SHALL BE IN ACCORDANCE WITH THE FOLLOWING PLAN:

- (A) THE CORPORATION WILL ISSUE (1000) SHARES OF COMMON STOCK OF A PAR VALUE OF \$1.00 PER SHARE.
- (B) THE PERIOD DURING WHICH THIS OFFERING OF (1000) SHARES OF COMMON STOCK AT A PRICE OF (\$1.00) PER SHARE WILL BE OPEN, IS (2) YEARS FROM THE DATE OF INCORPORATION.
- (C) NO SHARES OFFERED UNDER THIS PLAN SHALL BE ISSUED IN EXCHANGED FOR STOCKS, SECURITIES OR SERVICES.

ARTICLE IV - INITIAL REGISTERED OFFICE AND STREET ADDRESS:

JUSTIN P. HARBIN
2181 E COLONIAL DR.
CHRISTMAS, FL 32709

ARTICLE V - INITIAL BOARD OF DIRECTORS:

THIS CORPORATION SHALL HAVE (1) DIRECTOR INITIALLY. THE NUMBER OF DIRECTORS MAY BE INCREASED OR DIMINISHED FROM TIME TO TIME BY THE BY-LAWS BUT SHALL NEVER BE LESS THAN (1). THE NAME AND ADDRESS OF THE INITIAL DIRECTOR OF THIS CORPORATION IS:

JOHN L. HARBIN
2755 CANAL STREET
OVIEDO, FL. 32765

ARTICLE VI - INCORPORATOR(S):

THE NAMES AND ADDRESSES OF THE INCORPORATORS TO THESE ARTICLES OF INCORPORATION ARE:

- | | |
|---|---|
| 1. JOHN L. HARBIN \ PRESIDENT
2755 CANAL STREET
OVIEDO, FL. 32765 | 2. JUSTIN P. HARBIN \ VICE PRESIDENT
P.O. BOX 621083
OVIEDO, FL. 32765 |
| 3. BLAKE W. BURKE \ SECRETARY
113 LORIANN LANE
WINTER SPRINGS, FL. 32708 | |

THE UNDERSIGNED INCORPORATORS HAVE EXECUTED THESE ARTICLES OF INCORPORATION THIS 1ST DAY OF APRIL, 2004.

JUSTIN P. HARBIN

JOHN L. HARBIN

BLAKE W. BURKE

ARTICLES VII - BY-LAWS:

THE POWER TO ADOPT, ALTER, AMEND OR REPEAL BY-LAWS SHALL BE VESTED IN THE BOARD OF DIRECTORS AND SHAREHOLDERS.

ARTICLES VIII - DIRECTORS' COMPENSATION:

THE SHAREHOLDERS OF THIS CORPORATION HAVE THE EXCLUSIVE AUTHORITY TO FIX THE COMPENSATION OF THE DIRECTORS OF THIS CORPORATION.

ARTICLES IX - MEETING BY CONFERENCE TELEPHONE:

MEMBERS OF THE BOARD OF DIRECTORS MAY PARTICIPATE IN SPECIAL AND/OR REGULAR MEETINGS OF THE BOARD OF DIRECTORS BY MEANS OF CONFERENCE TELEPHONE AS PROVIDED BY LAW.

ARTICLE X - INDEMNIFICATION:

THE CORPORATION SHALL INDEMNIFY ANY OFFICER OR DIRECTOR, OR ANY FORMER OFFICER OR DIRECTOR TO THE FULL EXTENT PERMITTED BY LAW.

ARTICLE XI - PURPOSE:

THE GENERAL POWERS, PURPOSE AND NATURE OF THE BUSINESS TO BE TRANSACTED BY THIS CORPORATION SHALL BE:

TO ENGAGE IN THE BUSINESS OF MANAGING AND OPERATING A CONSTRUCTION COMPANY COMPANY.

TO HOLD, OWN, PURCHASE, SELL, LEASE, TRADE, DEAL IN AND DEAL WITH ALL KINDS OF GOODS, WARES, MERCHANDISE, AND PERSONAL PROPERTY AS WELL AS TO PLEDGE AND MORTGAGE THE SAME. TO DO GENERAL REAL ESTATE AND BROKERAGE BUSINESS.

TO BORROW MONEY FOR ANY PURPOSE OF THE INCORPORATION AND TO ISSUE BONDS, DEBENTURES, NOTES AND OTHER OBLIGATIONS THEREFOR, AND TO SECURE THE SAME BY PLEDGE OR MORTGAGE OF THE WHOLE OR ANY PART OF THE PROPERTY OF THE CORPORATION, WHETHER REAL OR PERSONAL AND TO ISSUE DEBENTURES, NOTES OR OBLIGATIONS WITHOUT ANY SECURITY.

TO BUY, SELL, OWN, HOLD, IMPROVE, MORTGAGE AND SUBDIVIDE REAL PROPERTY OF EVERY DESCRIPTION. TO HOLD, PURCHASE OR OTHERWISE ACQUIRE OR BE INTERESTED IN AND TO SELL, ASSIGN OR PLEDGE EVIDENCES OF INDEBTENESS ISSUED OR CREATED BY ANY OTHER CORPORATION, WHETHER FOREIGN OR DOMESTIC AND WHETHER NOW OR HEREAFTER ORGANIZED AND WHILE THE HOLDER OF ANY SUCH SHARES OF STOCK TO EXERCISE ALL OF THE PRIVILEGES OF OWNERSHIP, INCLUDING THE RIGHT TO VOTE THEREON, TO THE SAME EXTENT AS A NATURAL PERSON MIGHT OR COULD DO.

TO ENGAGE IN OTHER BUSINESS OR TO DO ANY AND ALL ACTS AND THINGS INCIDENT TO OR WHICH THE BOARD OF DIRECTORS MAY DEEM NECESSARY TO THE CARRYING OUT OF THE SUCCESS OF ANY BUSINESS OUTLINED ABOVE AND TO ENGAGE IN ANY AND EVERY LAWFUL BUSINESS WHATSOEVER HEREIN MENTIONED OR NOT.

IN GENERAL, TO HAVE AND EXERCISE ALL OF THE POWERS CONFERRED BY THE LAWS OF FLORIDA UPON CORPORATIONS FORMED UNDER THE GENERAL CORPORATION ACT OF 1975, AS AMENDED, IT BEING HEREBY EXPRESSLY PROVIDED THAT THE ENUMERATION OF THE FORGOING SPECIFIC POWERS SHALL NOT BE HELD TO LIMIT OR RESTRICT IN ANY MANNER THE GENERAL POWERS OF THE CORPORATION.

ARTICLE XII - RESTRICTIONS ON TRANSFERABILITY OF STOCK:

IN ORDER FOR ANY STOCK HOLDER TO SELL OR OTHERWISE DISPOSE OF HIS STOCK, HE MUST FIRST OFFER TO SELL THE STOCK BACK TO THE CORPORATION. AFTER A PERIOD OF (15) DAYS, DURING WHICH TIME THE SELLER STOCKHOLDER HAS CONTINUALLY OFFERED TO SELL HIS STOCK OR ANY PERCENTAGE THEREOF TO THE CORPORATION AND SUCH OFFER IS NOT ACCEPTED BY MAJORITY VOTE OF THE BOARD OF DIRECTORS, THEN HE MAY TERMINATE HIS OFFER TO THE CORPORATION.

IN THE EVENT THE CORPORATION DOES NOT ACCEPT THE OFFER WITHIN THE (15) DAY PERIOD MENTIONED ABOVE AND THE OFFERING PARTY IS STILL DESIROUS OF SELLING HIS STOCK, HE MUST THEN OFFER TO SELL, IN PORTIONS WHICH BEAR A DIRECT PROPORTIONAL AMOUNT AS TO EACH STOCKHOLDER'S RESPECTIVE OWNERSHIP OF STOCK, THE STOCK TO ALL STOCKHOLDERS. AFTER A PERIOD OF (30) DAYS, DURING WHICH TIME THE SELLING STOCKHOLDER HAS CONTINUALLY OFFERED THE SALE OF HIS STOCK TO THE OTHER STOCKHOLDERS AS REQUIRED ABOVE, THE SELLING STOCKHOLDER MAY TERMINATE THE CONTINUING OFFER AND OTHERWISE DISPOSE OF HIS RESPECTIVE SHARES AS HE MAY DEEM FIT AND PROPER.

IF, IN THE EVENT THE OFFERING STOCKHOLDER CANNOT COME TO AN AGREEMENT WITH THE OFFEREEES AS TO A FAIR MARKET VALUE OR PRICE FOR THE SHARES OF STOCK BEING OFFERED FOR SALE, THEN IN THAT EVENT A BOARD OF ARBITRATION SHALL BE SET UP TO DETERMINE THE SELLING PRICE OF THE SHARES.

THE BOARD OF ARBITRATION SHALL BE COMPOSED OF (3) MEMBERS AND THEIR DECISION AS TO SELLING PRICE OF THE SHARES SHALL BE BINDING UPON BOTH THE OFFEROR AND THE OFFEREEES.

THE BOARD OF ARBITRATION MEMBERS SHALL CONSIST OF (3) MEMBERS SELECTED BY THE OFFEROR, (1) MEMBER SELECTED BY THE OFFEREEES JOINTLY AND THE THIRD MEMBER SHALL BE SELECTED BY A MAJORITY VOTE OF A COMMITTEE COMPOSED OF THE (2) THEN EXISTING MEMBERS OF THE BOARD OF ARBITRATION AND A THIRD COMMITTEE MEMBER SELECTED BY MAJORITY VOTE OF THE BOARD OF DIRECTORS OF THE CORPORATION.

THE BOARD OF ARBITRATION SHALL BE APPOINTED AND SET UP WITHIN (10) DAYS AFTER THE OFFER HAS BEEN ACCEPTED BY THE OFFEREEES AND FURTHER, THE DETERMINATION AS TO THE SELLING PRICE SHALL BE MADE WITHIN (15) DAYS AFTER THE BOARD OF ARBITRATION HAS BEEN ESTABLISHED.

IN THE EVENT THE SELLING PRICE AS ESTABLISHED BY THE BOARD OF ARBITRATION IS NOT ACCEPTABLE TO THE OFFEROR AND HE ELECTS NOT TO SELL HIS STOCK IN THE CORPORATION AT THE DETERMINED PRICE, THEN THE OFFEROR CANNOT TRANSFER OR CONVEY HIS SHARES FOR A PERIOD OF (6) MONTHS FOLLOWING THE DATE WHEN THE DETERMINATION BY THE BOARD OF ARBITRATION HAS BEEN HANDED DOWN. AT THE CONCLUSION OF THE (6) MONTH PERIOD, IF THE OFFEROR DETERMINES TO AGAIN OFFER HIS SHARES OR ANY PART THEREOF FOR SALE, THEN THE PROCEDURES AND RESTRICTIONS TRANSFERABILITY SHALL RECOMMENCE.

THE BOARD OF ARBITRATION, IN DETERMINING A SELLING PRICE FOR THE STOCK, SHALL CONSIDER ALL FACTORS PERTINENT TO THE VALUATION OF THE STOCK, BUT IN NO EVENT SHALL THE PRICE AS DETERMINED BY THE BOARD OF ARBITRATION BE LESS THAN AN AMOUNT OFFERED BY A THIRD PARTY FOR THE STOCK, WHICH SAID AMOUNT HAS BEEN TENDERED IN ESCROW TO THE BOARD OF ARBITRATION BY ANY PARTY.

IN THE EVENT THE SELLING PRICE AS ESTABLISHED BY THE BOARD OF ARBITRATION IS ACCEPTABLE TO THE OFFEROR AND NOT ACCEPTABLE OT THE OFFEREEES, THEN THE OFFEROR IS FREE TO SELL HIS SHARES OF STOCK TO ANY THIRD PARTY OR PARTIES WHO WILL PAY THE SELLING PRICE AS DETERMINED BY THE BOARD OF ARBITRATION.

IN THE EVENT THE (30) DAY PERIOD, DURING WHICH TIME THE CONTINUING OFFER IS REQUIRED TO REMAIN IN EFFECT AS SET FORTH ABOVE, THE OFFEREEES ACCEPT THE OFFER TO SELL, THEN IN THE EVENT THAT (30) DAY PERIOD SHALL NO LONGER APPLY. FOLLOWING THE ACCEPTANCE BY THE OFFEROR AND THE OFFEREEES SHALL AGREE UPON A SALE PRICE WITHIN (15) DAYS OF THE ACCEPTANCE, AND IN THE EVENT SUCH AGREEMENT CANNOT BE REACHED THE PROCEDURE OUTLINED ABOVE FOR THE ESTABLISHMENT OF THE BOARD OF ARBITRATION SHALL COMMENCE IMMEDIATELY.

IN THE EVENT THE OFFEROR HAS CONTINUED IN HIS OFFER TO SELL AND IN THE DUE COURSE OF TIME THE PROCEDURE OUTLINED ABOVE HAS BEEN COMPLETED, INCLUDING THAT PORTION WHICH RECOMMENCES THE ARBITRATION PROCEDURE A SECOND TIME AND NO SLAE TRANSACTION HAS BEEN COMPLETED, THEN IN THAT EVENT THE OFFEROR IS FREE TO TRANSFER AND CONVEY HIS SHARES OF STOCK TO ANY THIRD PARTY PROVIDED AND AT NO OTHER TIME SHALL THE OFFEROR TRANSFER OR CONVEY HIS SHARE OF STOCK FOR A PRICE LESS THAN THAT AMOUNT WHICH OFFEREEES HAVE AGREED TO ACCEPT.

THIS ARTICLE IS BINDING UPON ALL SHAREHOLDERS, PRESENT AND FUTURE, THEIR HEIRS, ASSIGNS, LEGATEES AND DEVISEES.

ARTICLE XIII - AMENDMENT:

THIS CORPORATION RESERVES THE RIGHT TO AMEND OR REPEAL ANY PROVISIONS CONTAINED IN THESE ARTICLES OF INCORPORATION, OR ANY AMENDMENT TO THEM AND ANY RIGHT CONFERRED UPON THE SHAREHOLDERS IS SUBJECT TO THIS RESERVATION.

IN WITNESS WHEREOF, THE UNDERSIGNED SUBSCRIBER HAS EXECUTED THESE ARTICLES OF INCORPORATION THIS 1ST DAY OF APRIL, 2004.


JUSTIN P. HARBIN, SUBSCRIBER

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.

JUSTIN P. HARBIN:

SIGNATURE / REGISTERED AGENT

3/31/04

DATE

JOHN L. HARBIN:

SIGNATURE / INCORPORATOR

3/31/04

DATE

FILED
04 APR -5 AM 9:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA