

PO4000095076

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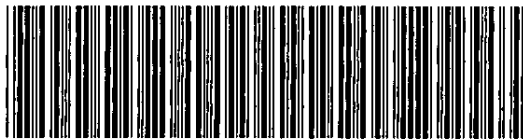
(Business Entity Name)

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TALLAHASSEE, FLORIDA

Amen
C.COULLIETTE

OCT 22 2008

EXAMINER

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Rushmore Air Systems, Inc. ■

DOCUMENT NUMBER: P04000094076 ■

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

Please return all correspondence concerning this matter to the following:

Richard C Brochu
(Name of Contact Person)

Rushmore Air Systems, Inc.
(Firm/ Company)

2549 Brimhollow Drive
(Address)

Valrico, FL 33596
(City/ State and Zip Code)

For further information concerning this matter, please call:

Richard C Brochu at (813) 398-3200
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

☒ \$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
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

Rushmore Air Systems, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

P04000095076

(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:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:
(Principal office address **MUST BE A STREET ADDRESS**)

2549 Brinhollow Drive

Valrico, FL 33596

C. Enter new mailing address, if applicable:
(Mailing address **MAY BE A POST OFFICE BOX**)

same as above

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

New Registered Office Address:

(Florida street address)

(City)

, Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

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TALLAHASSEE, FLORIDA

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
<u>Director</u>	<u>Richard C Brochu</u>	<u>2549 Brimhollow Drive</u> <u>Valrico FL 33596-5785</u>	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
<u>V Pres</u>	<u>Richard C Brochu</u>	<u>2549 Brimhollow Drive</u> <u>Valrico FL 33596-5785</u>	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
<u>V Pres</u>	<u>Kevin Hughes</u>	<u>3909 Whisper Grove CT</u> <u>Valrico, FL 33594</u>	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove

E. If amending or adding additional Articles, enter change(s) here:

(attach additional sheets, if necessary). (Be specific)

See copy of arbitration ruling.

F. If an amendment provides for an 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)

The date of each amendment(s) adoption: 7/24/08

Effective date if applicable: 9/06/08
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

- ☐ The amendment(s) was/were adopted 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.

Dated 10/15/08

Signature Richard C Brochu
(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)

Richard C Brochu
(Typed or printed name of person signing)

Director
(Title of person signing)



American Arbitration Association
Dispute Resolution Services Worldwide

Southeast Case Management Center
John M. Bishop
Vice President
Linda Beyea
Assistant Vice President

July 23, 2008

2200 Century Parkway, Suite 300, Atlanta, GA 30345
telephone: 404-325-0101 facsimile: 404-325-8034
internet: <http://www.adr.org/>

VIA EMAIL

Douglas Blecki
P.O. Box 3357
Apollo Beach, FL 33572

Victoria Curz-Garcia, Esq.
The Curry Law Group
P. O. Box 1143
Brandon, FL 33509-1143

Re: 33 180 00608 07
Richard Brochu
AND
Kevin Hughes and Rushmore Air Systems

Dear Parties:

By direction of the Arbitrator we herewith transmit to you the duly executed Award in the above matter. This serves as a reminder that there is to be no direct communication with the Arbitrator. All communication shall be directed to the Association.

At this time we have verified with the arbitrators that they have submitted all requests for compensation and expenses in this matter. Accordingly, we have conducted a final reconciliation of the finances and are providing each party with a Financial History and Compensation Summary. If a party had any unused compensation deposits, we have issued a refund check that should arrive in the mail shortly. If a party has an outstanding balance, that party will continue to receive cyclical invoices until the balance is paid.

Note that the financial reconciliation reflects costs as they were incurred during the course of the proceeding. Any apportionment of these costs by the arbitrator, pursuant to the Rules, will be addressed in the award and will be stated as one party's obligation to reimburse the other party for costs incurred. Any outstanding balances the parties may have with the AAA for the costs incurred during the arbitration proceedings remain due and payable to the AAA even after the final award is issued, and regardless of the arbitrator's apportionment of these costs between the parties in the award.

Please note that the case file will be destroyed fifteen (15) months after the date of this letter.

We appreciate your selection of the AAA as your alternative dispute resolution provider in this matter. As always, please do not hesitate to contact me if you have any questions.

Sincerely,

Cheryl Grant
Case Manager
888 320 3520
GrantC@adr.org

Supervisor Information: John Germani, 404 320 5101, Germanij@adr.org

Encl.

cc: Julee L. Milham, Esq.

shareholders in accordance with the corporate documents, applicable statutory requirements, and any governing court orders.

4. Claimant Brochu's Count 4 for Conversion of Corporate Assets - Brochu brings this claim on his own behalf and as a derivative action against Hughes. The amounts sought under this claim are included in the amounts sought under Count 2 above, and Rushmore is entitled to them in the amount limited thereby.

5. Claimant Brochu's Count 5 for Conversion of Brochu Assets - Brochu brings this claim on his own behalf and as a derivative action on behalf of Rushmore against Hughes for conversion of the joint title to the vehicle. The Arbitrator finds that the parties had different understandings of the inclusion of Brochu on the title, and that Hughes has no personal liability for conversion of the title (although Rushmore may have had it been named in this count). The Arbitrator further finds there was no harm to Rushmore under these facts. In any event it would be futile to re-title the vehicle in its original form, which would continue to leave the title vulnerable to continued changes. The Arbitrator addresses this matter further below.

6. Claimant Brochu's Count 6 for Unjust Enrichment as to Hughes and Maureen M. Zomes - Brochu brings this claim on his own behalf and as a derivative action against Hughes and Maureen M. Zomes. The amounts sought under this claim are included in the amounts sought under Count 2 above, and Rushmore is entitled to them from Hughes in the amount limited thereby. The Arbitrator has no jurisdiction over Maureen M. Zomes.

7. Claimant Brochu's Count 7 for Unjust Enrichment - Brochu brings this claim on his own behalf and as a derivative action against Hughes individually and as Trustee of the assets of JTH. The amounts sought under this claim are included in the amounts sought under Count 2 above, and Rushmore is entitled to them in the amount limited thereby.

8. Claimant Brochu's Count 7 [sic] for Declaratory Judgment - Brochu brings this claim on his own behalf and as a derivative action against Hughes. Brochu seeks determination of his stock ownership; his position as corporate Vice President; and his position as corporate Director. Hughes claims that when he met Brochu in the bank parking lot, that encounter constituted a meeting of the Rushmore directors and the Rushmore shareholders permitting him, as majority shareholder, to 'fire' Brochu as director and Vice President. However, the Arbitrator finds this parking lot encounter was not a corporate meeting of any type. Further, even if such exchange, despite its procedural and substantive shortcomings, were a special meeting of shareholders, the stated purpose of the meeting related only to the signing of documents; any issues as to removing officers directors was impermissible as outside the scope. F.S. 607.0702(3). Nor was this a meeting called and noticed by the Rushmore president under FS 607.0820. Several sets of minutes exist from alleged meetings from this day and thereafter. In any event, by its own terms, the Shareholder's Restrictive Agreement requires Brochu and Hughes to vote their shares so that each is a director. Thus the Arbitrator finds that Brochu remains a Director and Vice President.

Hughes testified that the additional 1% of stock Brochu was to obtain under the Shareholder's Restrictive Agreement one year into the relationship was contingent upon them "getting along" and the company doing well. Despite numerous handwritten changes in the document by the parties and Hughes testimony that the one year was a compromise between the parties, there is no indication other than Hughes' understanding of any contingency to this additional 1%. The Arbitrator finds that effective January 22, 2008, Brochu became a 50% owner of Rushmore.

Considerable and conflicting testimony was given as to offers made by Hughes to buy out Brochu's interest. The exchanges were at times ambiguous. Hughes claims Rushmore was entitled to buy out Brochu pursuant to Paragraph 5.5 of the Shareholder's Restrictive Agreement, which applies via Paragraph 6 thereof. However, Paragraph 6 applies only if a shareholder ceases to be an officer.