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2005 SEP -20 P 4:46

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

9-21-05
MPC

COVER LETTER

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

SUBJECT: VIA PARADISUS FARMS, 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

☐ \$78.75 ☒ ^{88.50}~~87.50~~
Filing Fee Filing Fee,
& Certified Copy Certified Copy
 & Certificate of
 Status

ADDITIONAL COPY REQUIRED

FROM: JAMES R. MUELLER

Name (Printed or typed)

4600 MADISON AVE., SUITE 600

Address

KANSAS CITY, MO 64112

City, State & Zip

816-410-4600

Daytime Telephone number

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

ARTICLES OF INCORPORATION
of
VIA PARADISUS FARMS, INC.

FILED
2003 SEP 20 P 14:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I, the undersigned incorporator, hereby form and establish a corporation for profit under the laws of the State of Florida.

FIRST: The name of the corporation is VIA PARADISUS FARMS, INC.

SECOND: The location of its Initial Principal Office in this state is 10935 SE 177th Place, #305, Summerfield, Florida 34491.

THIRD: The name and address of its Resident Agent in this state is Glenn E. Lane, 10935 SE 177th Place, #305, Summerfield, Florida 34491.

FOURTH: This corporation is organized for profit for the following purposes and shall have the following powers:

1. To purchase, acquire, own, hold, use, lease (either as lessor or lessee), grant, sell, exchange, mortgage, convey in trust, manage, operate and generally invest in any and all real estate, improved or unimproved, stores, office buildings, dwelling houses, apartment houses, hotels, manufacturing plants and other buildings, and any and all other property of every kind or description, real, personal and mixed, and wheresoever situated, either in Florida, other states of the United States, the District of Columbia, territories and colonies of the United States, or foreign countries.

2. To borrow or raise money for any purpose of the corporation and to secure any loan, indebtedness or obligation of the corporation and the interest accruing thereon, and for that or any other purpose to mortgage, pledge, hypothecate, or charge all or any part of the present or hereafter acquired property, rights and franchises of the corporation, real, personal, mixed or of any character whatever, subject only to limitations specifically imposed by law; and to execute notes, bonds, debentures or any other form of evidence of indebtedness.

3. To have one or more offices, to conduct its business, carry on its operations and promote its objects within and without the State of incorporation, in other states, the District of Columbia, the territories, colonies and dependencies of the United States, in foreign countries and anywhere in the world, without restriction as to place, manner or amount, but subject to the laws applicable thereto; and to do any or all of the things herein set forth to the same extent as a natural person might or could do and in any part of the world, either alone or in company with others.

4. In general, to carry on any other business in connection with each and all of the foregoing or incidental thereto, and to carry on, transact and engage in any and every lawful business whatsoever, or other lawful things calculated to be of gain, profit or benefit to the corporation as fully and freely as a natural person might do, to the extent and in the manner, and anywhere within and without the State of incorporation, as it may from time to time determine; and to have and exercise each and all of the powers and privileges, either direct or incidental, which are given and provided by or are available under the laws of the State of incorporation as such laws are now in effect or may at any time hereafter be amended.

None of the purposes and powers specified in any of the paragraphs of this ARTICLE FOURTH shall be in any way limited or restricted by reference to or inference from the terms of any other paragraph, and the purposes and powers specified in each of the paragraphs of this ARTICLE FOURTH shall be regarded as independent purposes and powers. The enumeration of specific purposes and powers in this ARTICLE FOURTH shall not be construed to restrict in any manner the general purposes and powers of this corporation, nor shall the expression of one thing be deemed to exclude another, although it be of like nature. The enumeration of purposes or powers herein shall not be deemed to exclude or in any way limit by inference any purposes or powers which this corporation has power to exercise, whether expressly by the laws of the State of incorporation, now or hereafter in effect, or impliedly by any reasonable construction of such laws.

FIFTH: The total amount of capital of this corporation is One Hundred Thousand Dollars, and the total number of shares into which it is divided is as follows:

10,000 shares of common stock, par value of \$10.00 each.

SIXTH: The name and address of the incorporator is:

Glenn E. Lane

10935 SE 177th Place, #305
Summerfield, Florida 34491

SEVENTH: The powers of the incorporator are to terminate upon the filing of the articles of incorporation, and the following persons shall serve as directors until the first meeting of stockholders or until their successors are elected and qualified:

Steven L. Reintjes
2200 W. 59th Street
Mission Hills, KS 66208

Glenn E. Lane
10935 SE 177th Place, #305
Summerfield, Florida 34491

EIGHTH: The duration of the corporation is perpetual.

NINTH: The Board of Directors shall have the power to make, adopt, alter, amend or repeal the Bylaws of the corporation, and to adopt new Bylaws. Stockholders meetings may be held within or without the State of Florida.

TENTH: No person who shall now or hereafter own any shares of the common stock of the corporation shall have the right or power to pledge, sell or otherwise transfer or dispose of any such share now owned or hereafter acquired by him or her, unless such shareholder gives notice to the other shareholder(s) of his or her desire to buy or sell in accordance with the provisions of this ARTICLE TENTH. The shareholder giving such notice shall be hereinafter referred to in this ARTICLE TENTH as the "Initiating Shareholder," and the other shareholder(s) shall be hereinafter referred to as the "Other Shareholder(s)." In accordance with the foregoing, the following procedures shall apply:

(A) The Initiating Shareholder shall notify the Other Shareholder(s) in writing in accordance with the notice provisions contained in paragraph (F), below, of his desire to purchase all, but not less than all, of the Other Shareholder(s)' interest in the corporation. Such written notification shall include a purchase price which purchase price shall in the good faith opinion of the

Initiating Shareholder represent the current fair market value of such interest using the net operating income of the corporation and the Other Shareholder(s)' interest for the period for which corporation's financial statements are most recently available, as the basis for determining current fair market value. For purposes of this Section "fair market value" shall be the price at which such interest would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of the relevant facts.

(B) The Other Shareholder(s), upon receipt of the notice described in paragraph (A) above, shall have the option to sell all, but not less than all of his or her shares in the corporation to the Initiating Shareholder for the purchase price specified in such notice for a period of thirty (30) days following the date of such notice. Alternatively, the Other Shareholder(s) may notify the Initiating Shareholder in writing within such thirty (30) day period of his or her agreement to purchase the Initiating Shareholder's interest in the corporation at the price contained in the notice, such price to be adjusted on a proportionate basis according to the shareholder's respective interest.

(C) Should the Other Shareholder(s), within such thirty (30) day period, determine that in his or her good faith opinion the purchase price designated by the Initiating Shareholder does not represent the current fair market value of the Other Shareholder(s)' interest, the Other Shareholder(s) shall give written notice of that fact to the Initiating Shareholder, which notice shall contain the price that the Other Shareholder(s) in his or her opinion determines in good faith to be the fair market value of such interest. The parties shall then submit the determination of value to an Independent Valuation Expert as defined and selected in accordance with ARTICLE TENTH, paragraph (E), below. The failure of the Other Shareholder(s) to give any written notice to the Initiating Shareholder during such thirty (30) day period shall constitute the binding and irrevocable agreement of the Other Shareholder(s) to sell to the Initiating Shareholder at the price stated in the original notice. If the determination of value is submitted to an Independent Valuation Expert, such selected expert shall then have fifty (50) days to determine which of the two submitted purchase prices best approximates the fair market value of the interests as defined herein. The determination of such expert shall be final, binding and conclusive upon all parties. The costs and fees of such expert shall be paid by the party whose submitted purchase price was not chosen. For purposes of determining the fair market value and purchase price under this ARTICLE TENTH, no discount shall be taken because of lack of marketability of the interests or because any interest represents a minority interest, and no premium will be added because any interest represents a majority interest. If the expert determines the price submitted by the Initiating Shareholder best represents fair market value, then the Initiating

Shareholder shall purchase, and the Other Shareholder(s) shall sell all of his or her interest at the price so determined. If the Independent Valuation Expert determines that the price submitted by the Other Shareholder(s) best represents fair market value, then the Other Shareholder(s) shall have the option of purchasing all of the interest of the Initiating Shareholder, or selling all of his or her interest to the Initiating Shareholder, and the Initiating Shareholder shall be obligated to complete the purchase or sale as selected using the Other Shareholder(s)' purchase price as the basis for determining the price for the sale.

(D) The closing of such purchase and sale shall take place at the office of the corporation on the thirty-first (31st) day following the date of final determination of fair market value in accordance with the procedures set forth in this ARTICLE TENTH, and the purchase price shall be paid in full at closing in immediately available funds. In addition, at closing the shareholder whose interest is being purchased shall resign in writing effective that date as an officer, director and/or employee of the corporation. If said thirty-first (31st) day shall not be a day on which banks in Florida are generally open for business (a "business day"), such closing shall take place on the first (1st) business day following such thirty-first (31st) day.

(E) The Independent Valuation Expert shall be selected in accordance with the procedures set forth in this paragraph. The Other Shareholder(s) shall, before the end of such thirty (30) day period referred to in ARTICLE TENTH, paragraph (C), above, submit to the corporation and the Initiating Shareholder a list of three (3) independent valuation experts, and the Initiating Shareholder shall have five (5) days thereafter to select one expert from such list. The failure for any reason of either party to perform the acts contemplated in the preceding sentence within the applicable time period shall automatically fix the purchase price at the value submitted by the other party. For purposes of these Articles an "Independent Valuation Expert" is one who is engaged in a national practice of valuing securities in the United States and who has had no substantial prior business dealings with the corporation or any of either current or former officers or employees.

(F) The offer to sell shall be made in writing and delivered to the shareholders by personal delivery or by registered mail addressed to such shareholder(s) at the last known address of each shown on the records of the corporation, and to the corporation by registered mail addressed to the corporation at its registered office.

(G) The following notation shall be placed on all stock certificates issued by this corporation:

"The shares of stock evidenced by this certificate are subject to the provisions of the Articles of Incorporation of the corporation imposing certain restrictions upon, and certain obligations with respect to, the interests of shareholders and their assignees, all in accordance with the Articles of Incorporation of this corporation, which are hereby expressly incorporated herein to the same extent as though set forth at length herein."

ELEVENTH:

(a) Indemnification. Each person who was or is made a party, or is threatened to be made a party to, or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is an alleged act, failure to act, or omission in an official capacity as a director or officer, or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Florida Business Corporation Act, as the same exists or may hereafter be amended, (but, in the case of any amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification than said Act permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith; provided, however, that the Corporation shall indemnify any such person seeking indemnity in connection with a proceeding initiated by such person only if such proceeding was authorized or later ratified by the Board of Directors of the Corporation or is authorized by this Article. Such indemnification shall include the right to be paid by the Corporation for all expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, the payment of such expenses shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it should be determined ultimately that such director or officer is not entitled to be indemnified under this Article or otherwise.

(b) Right of Claimant to Bring Suit. If any amount claimed due under paragraph (a) is not paid in full by the Corporation within ninety (90) days after a written claim has been received the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim.

(c) Non-Exclusivity. The indemnification and rights conferred on any person by this Article shall not be exclusive of any other indemnification or right which such person may have or hereafter acquire under any statute or rule of law, or under any provision of the Articles of Incorporation or bylaws of this Corporation, or under or by reason of agreement, vote of stockholders or disinterested directors or otherwise.

(d) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any such director or officer against any expense, liability or loss, whether or not the Corporation has the power to indemnify such person against such expense, liability or loss under the Florida Business Corporation Act.

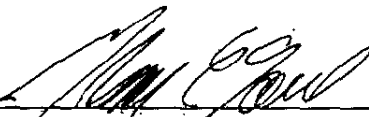
(e) Survival. Each person who was or is a director or officer of the Corporation and the heirs, executors, administrators and estate of such person, are third party beneficiaries of this Article and shall be entitled to enforce against the Corporation all indemnification and other rights granted to such person by applicable law and as otherwise provided in this Article.

(f) Amendment or Repeal. This Article may be hereafter amended or repealed; provided, however, that no amendment or repeal or adoption of a provision inconsistent with the provisions of this Article shall reduce, terminate or otherwise adversely affect the right of a person who was or is a director or officer to obtain indemnification or an advance of expenses with respect to a proceeding that pertains to or arises out of any act, failure to act or omission that occurred prior to the effective date of the amendment, repeal or adoption of such inconsistent provision.

TWELFTH: No Director of the corporation shall be personally liable to the corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a Director, except (a) for any breach of the Director's duty of loyalty to the corporation or its stockholders; (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) under the provisions of F.S.A. Section 607.0834 or any amendment thereto or successor provision

thereto; or (d) for any transaction from which the Director derived an improper personal benefit. Neither the amendment nor repeal of this ARTICLE TWELVE, nor the adoption of any provision of these Articles of Incorporation inconsistent with this ARTICLE TWELVE, shall eliminate or reduce the effect of this ARTICLE TWELVE in respect of any manner occurring, or any cause of action, suit or claim that, but for this ARTICLE TWELVE would accrue to or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name this 19 day of September, 2005.



GLENN E. LANE

Acceptance of Designation as Registered Agent

Having been named as registered agent to accept service of process for the above stated corporation at the place designated herein, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.



GLENN E. LANE