

PO6000031776

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP  WAIT  MAIL

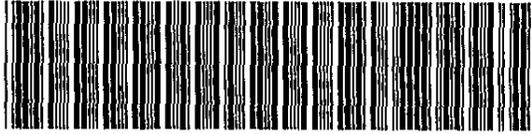
(Business Entity Name)

(Document Number)

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FILED  
2006 MAR -3 AM 8:13  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

~~1106-8458~~

T. Hampton MAR 06 2006

**COVER LETTER**

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

SUBJECT: European Designs Florida, 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  
Filing Fee

\$78.75  
Filing Fee  
& Certificate of Status

\$78.75  
Filing Fee  
& Certified Copy

\$87.50  
Filing Fee,  
Certified Copy  
& Certificate of  
Status

**ADDITIONAL COPY REQUIRED**

FROM: LAW office OF John W. Wood  
Name (Printed or typed)

909 FANNING ST. 1800 TWO HOUSTON CENTER  
Address

Houston, Texas 77010  
City, State & Zip

713-689-7704  
Daytime Telephone number

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

LAW OFFICE OF  
**JOHN W. WOOD**  
909 FANIN STREET  
1800 TWO HOUSTON CENTER  
HOUSTON, TEXAS 77010

(713) 609-7700

WRITER'S DIRECT DIAL NUMBER  
(713) 609-7704

[jwwood@swbell.net](mailto:jwwood@swbell.net)

FAX NUMBER  
(713) 609-7777

February 15, 2006

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

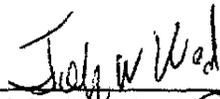
To Whom It May Concern:

Enclosed please find the Articles of Incorporation of EUROPEAN DESIGNS FLORIDA, INC. to be filed as soon as possible. Thereafter, please confirm the filing. The original file stamped documents may be delivered to me by regular mail.

Also, enclosed please find check number 1400 in the amount of \$70.00 for the filing fee.

Thank you for your attention to this matter, and please call me if you have any questions or comments.

Sincerely,

  
\_\_\_\_\_  
John W. Wood/ra

JWW/ra  
Enclosure



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

February 20, 2006

JOHN W WOOD, ATTORNEY  
909 FANIN ST  
1800 TWO HOUSTON CENTER  
HOUSTON, TX 77010

SUBJECT: EUROPEAN DESIGNS FLORIDA, INC.  
Ref. Number: W06000008458

We have received your document for EUROPEAN DESIGNS FLORIDA, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity.

Please select a new name and make the correction in all appropriate places. One or more major words may be added to make the name distinguishable from the one presently on file.

**Adding "of Florida" or "Florida" to the end of a name is not acceptable.**

The document number of the name conflict is L05000081080 (EUROPEAN DESIGN LLC).

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6855.

Tammy Hampton  
Document Specialist  
New Filing Section

Letter Number: 206A00011943

RECEIVED  
06 MAR -3 PM 3:45  
CORPORATIONS DIVISION  
FLORIDA DEPARTMENT OF STATE

**ARTICLES OF INCORPORATION  
OF  
EUROPEAN DESIGNS MIAMI, INC.**

In compliance with the Florida Business Corporation Act (the "Act"), the undersigned natural person of the age of eighteen (18) years or more, acting as the Incorporator of European Designs Miami, Inc. (hereinafter referred to as the "Corporation"), does hereby adopt the following Articles of Incorporation of the Corporation:

**ARTICLE I  
NAME**

The name of the Corporation is European Designs Miami, Inc.

**ARTICLE II  
DURATION**

The period of the Corporation's duration is perpetual.

**ARTICLE III  
PURPOSES AND POWERS**

Section 3.1 Purposes: The purpose for which the Corporation is organized is to transact any or all lawful business for which corporations may be incorporated under the Act.

Section 3.2 Powers: Subject to any limitation or restrictions imposed by the Act or any other law, or by these Articles of Incorporation, and solely in furtherance of, but not in addition to, the purposes set forth in Section 3.1 of this Article III, the Corporation shall have and exercise all of the powers specified in the Act or in any other applicable law of the State of Florida.

**ARTICLE IV  
AUTHORIZED SHARES**

The aggregate number of shares that the Corporation shall have authority to issue is one million (1,000,000) shares of common stock of \$1.00 par value.

**ARTICLE V  
REGISTERED OFFICE AND AGENT**

The address of the initial Registered Office of the Corporation is 3841 NE 2<sup>nd</sup> Avenue, Miami, Florida 33137, and the name of its initial Registered Agent at such address is Eduardo Alaluf.

2006 MAR -3 AM 8:13  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

**ARTICLE VI  
PRINCIPAL OFFICE**

The principal place of business and mailing address of the Corporation is 3841 NE 2<sup>nd</sup> Avenue, Miami, Florida 33137.

**ARTICLE VII  
INTERESTED TRANSACTIONS**

Except as may be otherwise provided in the Act, no contract, act or transaction of the Corporation with any person or persons, firm, trust, or association, or any other corporation shall be affected or invalidated by the fact that any director, officer, or shareholder of the Corporation is a party to, or is interested in, such contract, act or transaction, or in any way connected with any such person or persons, firm, trust, or association, or is a director, officer, or shareholder of, or otherwise interested in, any such other corporation, nor shall any duty to pay damages on account of the Corporation be imposed upon such director, officer, or shareholder of the Corporation solely by reason of such fact, regardless of whether the vote, action, or presence of any such director, officer, or shareholder may be, or may have been, necessary to obligate the Corporation on, or in connection with, such act, or transaction; provided that if such vote, action, or presence is or shall have been necessary, such interest or connection (other than an interest as a non-controlling shareholder of any such other corporation) be known or disclosed to the Board of Directors of the Corporation.

**ARTICLE VIII  
INDEMNIFICATION**

Section 8.1 Right to Indemnification. The Corporation shall indemnify any director, officer, employee, or agent of the Corporation made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and any inquiry or investigation that could lead to such action, suit or proceeding, or any appeal of such action, suit or proceeding by reason of the fact that such person is or was a director, officer, employee, or agent of the Corporation or is or was serving or agreed to serve at the request of the Corporation as a director, officer, employee, agent, partner, venturer, proprietor, trustee, or similar functionary of any other corporation, partnership, joint venture, trust, sole proprietorship, employee benefit plan or other enterprise or by reason of any action alleged to have been taken or omitted in any such capacity against judgments, penalties (including excise and similar taxes), fines, and amounts paid in settlement and reasonable expenses (including attorneys' fees) actually incurred by such person in connection with such action, suit, or proceeding, including any appeal thereof, if such person:

- (a) conducted himself or herself in good faith;
- (b) reasonably believed (a) in the case of conduct in such person's official capacity, that his or her conduct was in the Corporation's best interests, and (b) in all other cases, that

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such person's conduct was at least not opposed to the best interests of the Corporation; and

- (c) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Notwithstanding the foregoing, no indemnification shall be made in an action or suit if such person is found liable on the basis that personal benefit was improperly received by such person, whether or not the benefit resulted from an action taken in such person's official capacity; or in any action or suit in which such person is found liable to the Corporation except that in either case such person shall be indemnified for reasonable expenses actually incurred by such person in connection with such proceeding provided such person has not been found liable for fraud, willful or intentional misconduct, or gross negligence in the performance of any action or duty on behalf of the Corporation and acted in accordance with subparagraphs (a), (b) and (c). If a court of competent jurisdiction in which a suit or action has been brought determines and orders upon application that, despite the adjudication of liability but in view of all the circumstances of the case, that such person is fairly and reasonably entitled to indemnification, then the Corporation shall indemnify such person in accordance with the court's order notwithstanding the foregoing.

Section 8.2 Requirements for Indemnification. Any indemnification under this Article VIII, unless pursuant to a determination 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 permissible in the circumstances and when, in addition to such determination, one or more of the following circumstances exist:

(a) The Corporation receives actual written notice from the party potentially to be indemnified, or such party's representative, of the pendency or threat of such action, suit, or proceeding within such time as to enable the Corporation to assert any applicable defense and/or counterclaim to such action, suit, or proceeding;

(b) Upon settlement of such action, suit or proceeding, provided that the Corporation has received prior written notice of all of the terms and the pendency of such settlement, and has approved such settlement by action of at least a majority of the Corporation's Board of Directors. It shall be conclusively presumed that the Board of Directors has approved and ratified the terms and conditions of the settlement unless the Board of Directors determines otherwise within thirty (30) days of the date it first receives actual or constructive knowledge of the settlement;

(c) Upon settlement of such action, suit or proceeding without notice to the Corporation when, and only when, the Corporation by action of at least a majority of the Board of Directors ratifies the terms of such settlement after the fact. It shall be conclusively presumed that the Board of Directors has approved and ratified the terms and conditions of the settlement unless the Board of Directors determines otherwise within thirty (30) days of the date it first receives actual or constructive knowledge of the settlement;

(d) Upon rendition of a judgment or decision of an arbitrator provided the failure of such person to provide the Corporation written notice of such action, suit or proceeding has not materially increased the amount subject to indemnification. It shall be conclusively presumed that the failure to provide notice has not materially increased the Corporation's liability unless the Board of Directors within thirty (30) days of the date it first receives actual or constructive knowledge reasonably determines otherwise;

(e) In any action, suit or proceeding in which such person has been wholly successful, on the merits or otherwise, in the defense of any action, suit or proceeding; or

(f) In such other instances in which the Board of Directors or members deem indemnification appropriate and lawful.

Section 8.3 Assumption of Defense. The Corporation shall be entitled to assume the defense of any person seeking indemnification pursuant to the provisions of this Article VIII. If the Corporation elects to assume the defense, such defense shall be conducted by counsel chosen by it and not objected to in writing for valid reasons by such person. In the event the Corporation elects to assume the defense of any such person and retain such counsel, such person shall bear the fees and expenses of any additional counsel he retains.

Section 8.4 Advance of Expenses. The Corporation shall advance reasonable expenses pursuant to this Article VIII upon a determination by the Board of Directors that such person has met the applicable standard of conduct set forth in this Article VIII and upon the Corporation's receipt of (i) an unsecured undertaking (without regard or reference to such person's ability to make repayment) by such person to repay all amounts expended by the Corporation in such defense, unless it shall ultimately be determined that such person is entitled to be indemnified by the Corporation, and (ii) a written affirmation from such person of such person's good faith belief that he or she has met the standard of conduct necessary for indemnification.

Section 8.5 Power to Indemnify; Subordination of Indemnification. The foregoing rights of indemnification shall be supplemental and not exclusive and shall not be deemed to limit in any way the power of the Corporation to indemnify under any applicable law, bylaw, agreement, vote of members, directors or otherwise. The foregoing rights of indemnification shall be subordinate to and in excess of any valid and collectible insurance.

Section 8.6 Procedure for Indemnification of Directors and Officers. Any indemnification of a director, officer, employee or agent of the Corporation or advance of costs, charges and expenses to a director, officer, employee or agent under the terms of this Article VIII, shall be made promptly, and in any event within thirty (30) days, upon the written request of such individual. If a determination by the Corporation that the individual is entitled to indemnification pursuant to this Article VIII is required, and the Corporation fails to respond within sixty (60) days to a written request for indemnity, the Corporation shall be deemed to have approved such request unless otherwise provided herein. If the Corporation denies a written request for indemnity or advancement of expense, in whole or in part, or if payment in full pursuant to such request is not made within thirty (30) days, the right to indemnification or advances granted by this Article VIII shall be enforceable by such individual in any court of competent jurisdiction. Such person's costs

and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action, shall also be indemnified by the Corporation. It shall be a defense to any such action that the claimant has not met the standard of conduct set forth in Section 8.1 of this Article VIII, but the burden of proving such defense shall be on the Corporation.

Section 8.7 Survival; Preservation of Other Rights. The foregoing indemnification provisions shall be deemed to be a contract between the Corporation and each director, officer, employee and agent who serves in any such capacity at any time while these provisions as well as the relevant provisions of the Act are in effect; no repeal or modification of such acts shall affect any right or obligation then existing with respect to any state of facts then or previously existing or any action, suit, or proceeding previously or thereafter brought or threatened based in whole or in part upon any such state of facts. Such a "contract right" may not be modified retroactively without the consent of such director, officer, employee or agent. Notwithstanding this provision, the Corporation may enter into additional contracts of indemnity with these persons to provide rights provided in this Article VIII, or to otherwise modify, amend, increase or decrease these rights, as the Board of Directors or members may see fit.

Section 8.8 Insurance. The Corporation may, to the extent that policies economically feasible for the Corporation are available, 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 such person and incurred by such person in any such capacity or arising out of this status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of Florida law. Such insurance expressly may include self insurance by the Corporation through a trust or any other mechanism or entity as may be approved by the Board of Directors.

Section 8.9 Severability. If this Article VIII or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director, officer, employee or agent of the Corporation as to costs, charges and expenses (including attorney's fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative, investigative, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article VIII that shall not have been invalidated and to the fullest extent permitted by applicable law. If any provision hereof should be held by a court of competent jurisdiction to be invalid, such provision shall be limited only to the extent necessary to make such provision enforceable, it being the intent of the Corporation to indemnify each individual who serves or who has served as a director, officer, employee or agent of the Corporation to the maximum extent permitted by law.

Section 8.10 Limitation on Scope of Liability. To the fullest extent permitted by the Act, as they now exist or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide additional limitations of liability than permitted prior thereto), no Director of the Corporation shall be liable to the Corporation or its Shareholders for monetary damages for an act or omission in the director's capacity as a Director,

except and only to the extent such Director is found liable for the following:

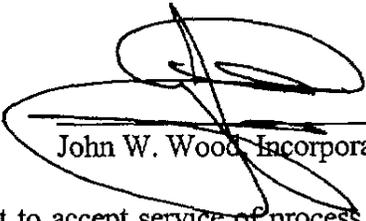
- (a) A breach of the Director's duty of loyalty to the Corporation or its Shareholders;
- (b) An act or omission not in good faith that constitutes a breach of duty of the Director to the Corporation or an act or omission that involves intentional misconduct or knowing violation of the law by the Director;
- (c) A transaction from which the Director gained any improper benefit whether or not such benefit resulted from an action taken within the scope of the Director's office; or
- (d) An act or omission by the Director for which liability is expressly provided by an applicable statute.

Any repeal or modification of this Section 8.10 shall not adversely affect any right or protection of a Director of the Corporation for any act or omission by such Director in the director's capacity as a Director prior to the date of such repeal or modification.

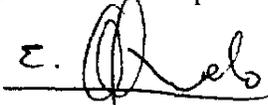
## IX INCORPORATOR

The name and address of the Incorporator is John W. Wood, 909 Fannin Street, 1800 Two Houston Center, Houston, Texas 77010.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this the 27<sup>th</sup> day of February, 2006.

  
\_\_\_\_\_  
John W. Wood, Incorporator

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.

  
\_\_\_\_\_  
Eduardo Alaluf

2/27/06  
\_\_\_\_\_  
Date