

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

1111-26335

COVER LETTER

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

SUBJECT: ACME MECHANICAL Consulting, 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: STEPHEN DeSisto
Name (Printed or typed)

6579 S. Tamiami Trail - Apt. 173
Address

SARASOTA, Florida, 34231
City, State & Zip

941-256-6615
Daytime Telephone number

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



FLORIDA DEPARTMENT OF STATE
Division of Corporations

RECEIVED

06 JUN 15 PM 1:22

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

June 8, 2006

STEPHEN DESISTO
6579 S TAMiami TRAIL
APT 173
SARASOTA, FL 34231

SUBJECT: ACME MECHANICAL CONSULTING, INC.
Ref. Number: W06000026335

We have received your document for ACME MECHANICAL CONSULTING, INC. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The registered agent must sign accepting the designation.

Section 607.0120(6)(b), or 617.0120(6)(b), Florida Statutes, requires that articles of incorporation be executed by an incorporator.

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: 906A00039587

FILED

ARTICLES OF INCORPORATION
OF
ACME MECHANICAL CONSULTING, INC.

2006 JUN 15 AM 8:20

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned natural person, being 18 or more years of age, noting as incorporator of a corporation in compliance with Chapter 607 and/or Chapter 621, F.S. (Profit), hereby adopts the following Articles of Incorporation:

ARTICLE I
Name

The name of the corporation is Acme Mechanical Consulting, Inc.

ARTICLE II
Duration

The period of duration of the corporation shall be perpetual.

ARTICLE III
Principal Office

The principal place of business/mailling address in Florida is 6579 S. Tamiami Trail, Apt. 173, Sarasota, Fl., 34231.

ARTICLE IV
Purpose

The corporation is organized in order to transact any legal and lawful purpose pursuant to Chapter 607 and/or Chapter 621, F.S. .

ARTICLE V
Capital Shares

1. Authorized Shares. The aggregate number of shares which the Corporation has authority to issue is 100,000. All of the shares consist of one class, which is designated "common stock". The shares have no par value.
2. Restrictions on Shares. The Corporation shall have the right to impose restrictions on the transfer of all, or any part of, its shares and may be party to agreements entered into by its shareholders restricting the transfer or encumbrance of any of its shares, or subjecting any of its shares to repurchase or resale obligations.

3. **Restrictions to be Noted on Share Certificates.** In the event that the Corporation or its shareholders impose restrictions on the transfer of shares, the certificate representing the shares of the Corporation shall be inscribed with language describing the restrictions upon transfer.

4. **Record Ownership.** Transfers of shares shall be made on the records of the Corporation only upon presentation of the certificates representing such shares; either properly endorsed or accompanied by a separate instrument of transfer properly executed by the owner of record or a person authorized to act on behalf of that holder. The Corporation or its transfer agent may, in its discretion, require a signature guaranty before making any transfer. The Corporation shall be entitled to treat the person in whose name any share is registered on its records as the holder of that share for all purposes and shall not be bound to recognize any equitable or other claim or interest in the share on the part of any other person, whether or not the Corporation has notice of such claim or interest; and no such purchaser, assignee, transferee or other person shall be entitled to receive notice of the meetings of the shareholders, to vote at such meetings, to examine a list of the shareholders, to be paid dividends or other sums payable to shareholders, or to own, enjoy and exercise any other property or rights deriving from such shares against the Corporation, until such purchaser, assignee, transferee or other person has become the registered owner of such shares. If any certificate representing one or more outstanding shares is reported to be lost or destroyed, the Corporation may issue a substitute certificate upon receiving proof, satisfactory to the board of directors, of the loss or destruction and, unless waived, a surety bond or other indemnification satisfactory to the board of directors. This provision is in furtherance of and not in limitation or exclusion of the powers conferred by law upon the Corporation.

5. **Dividends.** Dividends may be paid upon the common stock to the extent and in the manner permitted by law as and when declared by the board of directors.

6. **Distribution in Liquidation.** Upon any liquidation, dissolution, or winding up of the Corporation, and after paying or adequately providing for the payment of all of its obligations, the Corporation shall distribute the remainder of its assets, either in cash or in kind, pro rata to the holders of common stock.

ARTICLE V Preemptive Rights

No shareholder shall have any preemptive or preferential right to acquire any shares or other securities of the Corporation, including shares or securities held in the treasury of the Corporation and securities either convertible into or carrying rights to subscribe to or acquire shares or other securities of the Corporation.

ARTICLE VI Shareholders

1. Quorum of Shareholders. A quorum at any meeting of shareholders for the purpose of each matter to be voted upon shall consist of the holders of two thirds of the shares entitled to vote upon the matter, represented in person or by proxy.
2. Voting Rights; Cumulative Voting. Each outstanding share of common stock shall be entitled to one vote, and each outstanding fractional share shall be entitled to a corresponding fractional vote on each matter submitted to a vote of shareholders, except that, at each election of directors, every shareholder entitled to vote shall have the right to cast a number of votes equal to the number of such shareholder's shares and fractional shares multiplied by the number of directors to be elected and shall have the right to cast all of such votes for a single candidate or to distribute them among two or more of the candidates.
3. Regular Shareholder Vote. The affirmative vote of majority of the shares represented at the meeting and entitled to vote on the matter shall be the act of the shareholders unless a greater affirmative vote is required by Chapter 607 and/or Chapter 621 F.S. or another provision of these Articles.
4. Shareholder Voting on Extraordinary Corporate Actions. An affirmative vote of two-thirds of all shares entitled to vote shall be required to: (a) adopt any proposed amendment to these Articles; (b) authorize the Corporation to lend money to, guarantee the obligations of and otherwise assist the directors of the Corporation or the directors of any other corporation in which the majority of the voting capital stock is owned by the Corporation; (c) approve any plan of merger or consolidation of the Corporation with one or more other corporations (except that, no vote of the shareholders of this Corporation shall be required if no vote is required by Chapter 607 and/or Chapter 621 F.S.) or any plan of exchange under which the shares of the Corporation would be acquired; (d) authorize the sale, lease, exchange, or other disposition of all or substantially all of the property and assets of the Corporation not in the usual and regular course of its business; or (e) adopt a resolution either to dissolve the Corporation or to revoke voluntary dissolution proceedings.

ARTICLE VII Registered Agent

1. The registered agent of the Corporation is: Stephen De Sisto.
2. The registered address of the Corporation is: 6579 S. Tamiami Trail, Apt. 173, Sarasota, Fl., 34231.

ARTICLE VIII
Board and Directors

1. **General Powers.** The business and affairs of the Corporation shall be managed by a board of directors, which shall be elected at the annual meeting of the shareholders or at a special meeting called for that purpose. The number of directors shall be fixed in accordance with the Bylaws. However, the number of directors shall not be less than three; except that, there need be only as many directors as there are shareholders in the event that the outstanding shares of record are held by fewer than three shareholders.

2. **Initial Board of Directors.** The initial board of directors shall consist of the following member, who shall serve as sole director until the next annual meeting of shareholders or until his successors are elected and qualified:

Name	Address
Stephen De Sisto, Pres.	6579 S. Tamiami Trail Apt. 173 Sarasota, Fl. 34231.

ARTICLE IX
Limitation of Liability of Directors

No director of the Corporation shall have any liability to the Corporation or to its shareholders for monetary damages for breach of fiduciary duty as a director, except that this limitation shall not apply to: (a) any breach of a director's duty of loyalty in the Corporation or to its shareholders, (b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) distributions made in violation of Chapter 607 and/or Chapter 621 F.S. or (d) any transaction from which the director directly or indirectly derived an improper personal benefit.

ARTICLE X
Conflicting Interest Transactions

No contract or other transaction between the Corporation and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested, shall be either void or voidable, or be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by a shareholder or by or in the right of the Corporation, solely because of such relationship or interest, or solely because such directors are present at or participate in the meeting of the board of directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or solely because their votes are counted for such purpose, if:

(a) The material facts of such relationship or interest are disclosed or are known to be board of directors or committee which authorizes, approves, or ratifies the contract or transaction, and they authorize, approve or ratify such contract or transaction by vote or written consent sufficient for the purpose without annulling the votes or consents of such interested directors; or

(b) The material facts of such relationship or interest are disclosed or known to the shareholders entitled to vote, and the contract or transaction is specifically authorized, approved, or ratified in good faith by vote of the shareholders; or

(c) The contract or transaction is fair to the Corporation as of the time it is authorized, approved, or ratified by the board of directors, a committee thereof, or the shareholders.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or committee thereof which authorizes, approves, or ratifies such contract or transaction. The burden of proof concerning disclosure or knowledge under this Article is upon the director or other corporation to the contract or other transaction.

ARTICLE XI

Indemnification of Directors, Officers and Others

1. **Definition.** As used in this Article:

(a) "Corporation" includes any domestic or foreign entity that is a predecessor of the Corporation by reason of a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(b) "Director" means an individual who is or was a director of the Corporation or an individual who, while a director of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, fiduciary, or agent of any other foreign or domestic corporation or other person or of an employee benefit plan. A director is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, the director to the plan or to participants in or beneficiaries of the plan. "Director" includes, unless the context requires otherwise, the estate or personal representative of a director.

(c) "Expenses" includes attorney's fees.

(d) "Liability" means the obligation incurred with respect to a proceeding to pay a judgment, settlement, penalty, fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable expense.

(e) "Official capacity" means, when used with respect to a director, the office of director in the Corporation and, when used with respect to a person other than a director, means the office in the Corporation held by the officer or the employment, fiduciary, or agency relationship undertaken by the employee, fiduciary, or agent on behalf of the Corporation. "Official capacity" does not include service for any other foreign or domestic corporation or other person or employee benefit plan.

(f) "Party" includes an individual who was, is, or is threatened to be made a named defendant correspondent in a proceeding.

(g) "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether criminal, administrative, or investigative and whether formal or informal.

2. Authority to Indemnify Directors.

(a) Standard of Conduct. Except as provided in paragraph (d) below, the Corporation may indemnify a person made a party to a proceeding because he or she is or was a director, against liability incurred in the proceeding, if:

(1) The director conducted him or herself in good faith; and

(2) The director reasonably believed:

(I) in the case of conduct in an official capacity with the Corporation, that his or her conduct was in the Corporation's best interests, and

(II) In all other cases, that his or her conduct was at least not opposed to the Corporation's best interests; and

(3) In the case of any criminal proceeding, the director had no reasonable cause to believe his or her conduct was unlawful.

(b) A director's conduct with respect to an employee benefit plan for a purpose the director reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirement of paragraph (a)(2)(II) of this Section. A director's conduct with respect to an employee benefit plan for a purpose that the director did not reasonably believe to

be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of paragraph (a)(1) of this Section.

(c) The termination of any proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the individual did not meet the standard of conduct described in paragraph (a) of this Section.

(d) The Corporation may not indemnify a director under this Article: (1) in connection with a proceeding by or in the right of the Corporation in which the director was adjudged liable to the Corporation; or (2) in connection with any proceeding charging that the director derived an improper personal benefit, whether or not involving action in his or her official capacity, in which proceeding the director was adjudged liable on the basis that he or she derived an improper personal benefit.

(e) Indemnification permitted under this Article in connection with a proceeding by or in the right of the Corporation is limited to reasonable expenses incurred in connection with the proceeding.

(3) **Mandatory Indemnification of Directors.** The Corporation shall indemnify a director who is or was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director is or was a party, against reasonable expenses incurred by the director in connection with the proceeding.

(4) **Advance of Expenses to Directors.**

(a) The Corporation may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of the final disposition of the proceeding if:

(1) The director furnishes to the Corporation a written affirmation of the director's good-faith belief that he or she has met the standard of conduct described in Section 2;

(2) The director furnishes to the Corporation a written undertaking, executed personally or on the director's behalf, to repay the advance if it is ultimately determined that he or she did not meet such standard of conduct; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under this Article.

(b) The undertaking required by paragraph (a)(2) of this Section shall be an unlimited general obligation of the director, but need not be secured,

and may be accepted without reference to financial ability to make repayment.

(c) Determinations and authorizations of payments under this Article shall be made in the manner specified in Section 6.

5. **Court-Ordered Indemnification of Directors.** A director who is or was a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction, in accordance with the applicable statute.

6. **Determination and Authorization of Indemnification of Directors.**

(a) The Corporation may not indemnify a director under this Article unless authorized in the specific case after a determination has been made that indemnification of the director is permissible in the circumstances because the director has met the standard of conduct set forth in Section 1 of this Article. The Corporation shall not advance expenses to a director under Section 4 or this Article until authorized in the specific case after the written affirmation and undertaking required by Section 4(a)(1) and (2) are received and the determination required by Section 4(a)(3) has been made.

(b) The determination required to be made by paragraph (a) shall be made:

(1) By the board of directors, by a majority vote of those present at a meeting at which a quorum is present, which quorum shall consist of directors not parties to the proceeding; or

(2) If a quorum cannot be obtained, by a majority vote of a committee of the board of directors designated by the board, which committee shall consist of two or more directors not parties to the proceeding; except that directors who are parties to the proceeding may participate in the designation of directors for the committee.

(c) If a quorum cannot be obtained as contemplated in paragraph (b)(1) of this Section, and a committee cannot be established under paragraph (b)(2), or even if a quorum is obtained or a committee designated, if a majority of the directors constituting such quorum so directs, the determination required to be made by paragraph (a) shall be made:

(1) By independent legal counsel selected by a vote of the board of directors or the committee in the manner specified in paragraph (b)(1) or (2) of this Section, or, if a quorum of the full board cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority vote of the full board of directors; or

(2) By the shareholders.

(d) Authorization of indemnification and advance of expenses shall be made in the same manner as the determination that indemnification or advances of expenses is permissible; except that, if the determination that indemnification is permissible is made by independent legal counsel, authorization of indemnification and advances of expenses shall be made by the body that selected said counsel.

7. **Consistency with Act.** The provisions of this Article concerning the Corporation's indemnification of or advance of expenses to directors are intended to be consistent with Florida Statutes. This Article shall not limit the Corporation's power to pay or reimburse expenses incurred by a director in connection with his or her appearance as a witness in a proceeding at a time when the director has not been made a named defendant or respondent in a proceeding.

8. **Indemnification of Officers, Employees, Fiduciaries and Agents.**

(a) An officer of the Corporation is entitled to mandatory indemnification pursuant to Section 3 of this Article, and is entitled to apply for court-ordered indemnification pursuant to Section 5, in each case to the same extent as a director.

(b) The Corporation may indemnify and advance expenses to an officer, employee, fiduciary or agent of the Corporation to the same extent as a director; and

(c) The Corporation may indemnify and advance expenses to an officer, employee, fiduciary or agent of the Corporation to a greater extent than to a director under this Article if consistent with law and public policy.

9. **Insurance.** The Corporation may purchase and maintain insurance on behalf of a person who is or was a director, officer, employee, fiduciary, or agent of the Corporation or who, while a director, officer, employee, fiduciary, or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary, or agent of any other domestic or foreign corporation or other person or of an employee benefit plan, against liability asserted against or incurred by the person in that capacity or arising from his or her status as a director, officer, employee, fiduciary or agent, whether or not the Corporation would have power to indemnify the person against such liability under this Article. Any such insurance may be procured from any insurance company designated by the board of directors, whether such insurance company is formed under the laws of this state or any other jurisdiction of the United States or elsewhere, including any insurance company in which the Corporation has equity or any other interest through stock ownership or otherwise.

10. **Notice to Shareholders.** Any indemnification of or advance of expenses to a director in accordance with this Article, if arising out of a proceeding by or on behalf of the Corporation, shall be reported in writing to the shareholders with or before the notice of the next shareholders' meeting. If the next shareholder action is taken without a meeting at the instigation of the board of directors, such notice shall be given to the

shareholders at or before the time the first shareholder signs a writing consenting to such action.

ARTICLE XII

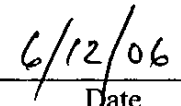
12. The name and address of the incorporator is: Stephen R. De Sisto, 6579 S. Tamiami Trail, Apt.173, Sarasota, Fl. 34231

.....

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.



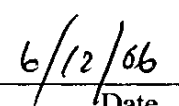
Signature/Registered Agent



Date



Signature/Incorporator



Date