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To:

Division of Corporations
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From:

Account Name : GATLIN & BIRCH, P.A.
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FLORIDA PROFIT/NON PROFIT CORPORATION

Campbell & Campbell BMT Wholesalers, Inc.

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ARTICLES OF INCORPORATION
OF
CAMPBELL & CAMPBELL BMT WHOLESALERS, INC.

The undersigned, for the purpose of forming a corporation under the Florida Business Corporation Act, Chapter 607, Florida Statutes, do hereby adopt the following Articles of Incorporation:

ARTICLE 1 - NAME

The name of the corporation is Campbell & Campbell BMT Wholesalers, Inc.

ARTICLE 2 - CORPORATE COMMENCEMENT AND DURATION

The corporation shall have perpetual existence commencing on the date of execution of these Articles of Incorporation by the incorporator(s).

ARTICLE 3 - PURPOSE

This corporation is organized to transact any and all lawful business for which corporations may be incorporated.

ARTICLE 4 - CAPITAL STOCK

This corporation is authorized to issue 9,000 shares of \$10.00 par value common stock.

ARTICLE 5 - REGISTERED OFFICE AND AGENT

That the name of the corporation's initial registered agent is Timothy J. Dailey, and the initial street address of the corporation's registered agent is 4051 Carlyle Lakes Blvd., Palm Harbor, FL 34685.

ARTICLE 6 - INITIAL DIRECTORS

The number of directors constituting the initial Board of Directors of the corporation is three (3). The number of directors shall be fixed by the Bylaws of this corporation and may be changed from time to time, but shall never be less than one (1). The name and address of each person who is to serve as a member of the initial Board of Directors is:

NAME:

William G. Cone

Michael J. Dailey

ADDRESS:

115 Shoreham Rd.
Spartanburg, SC 29307

P.O. Box 457
Vero Beach, FL 32961

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Timothy J. Dailey

4051 Carlyle Lakes Blvd.
Palm Harbor, FL 34685

The directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at which a quorum is present.

ARTICLE 7 - INITIAL OFFICERS

The initial officers of the corporation are as follows:

<u>NAME:</u>	<u>OFFICE:</u>	<u>ADDRESS:</u>
Timothy J. Dailey	President	4051 Carlyle Lakes Blvd. Palm Harbor, FL 34685
Michael J. Dailey	Secretary/Treasurer	P.O. Box 457 Vero Beach, FL 32961
William G. Cone	Vice President	115 Shoreham Rd. Spartanburg, SC 29307

ARTICLE 8 - PRINCIPAL OFFICE

The principal office of the corporation, for the time being and until changed, is 4051 Carlyle Lakes Blvd., Palm Harbor, FL 34685.

ARTICLE 9 - INCORPORATORS

The name and address of each incorporator is:

<u>NAME:</u>	<u>ADDRESS:</u>
William G. Cone	115 Shoreham Rd. Spartanburg, SC 29307
Michael J. Dailey	P.O. Box 457 Vero Beach, FL 32961
Timothy J. Dailey	4051 Carlyle Lakes Blvd. Palm Harbor, FL 34685

ARTICLE 10 - SHAREHOLDERS - UNANIMOUS QUORUM AND VOTING

The presence, at any shareholders meeting, in person or by proxy, of persons entitled to vote all of the shares of the corporation then issued and outstanding shall constitute a quorum for the transaction of business. If a quorum is present, the affirmative vote of all of the outstanding shares of the corporation or shares represented at a meeting at which a

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quorum is present is required to constitute any act or decision of the shareholders. In the event any person who is entitled to vote at a meeting of the shareholders abstains from voting, the shares which that person is entitled to vote shall not be considered in determining whether or not sufficient votes have been cast in favor of any matter or motion presented to the shareholders. Except as may be otherwise provided in these Articles of Incorporation or by F.S. §607.0721, each outstanding share of stock is entitled to one (1) vote on each matter submitted to the shareholders for a vote.

ARTICLE 11 - BOARD OF DIRECTORS - UNANIMOUS QUORUM AND VOTING

All of the authorized number of directors shall constitute a quorum of the Board of Directors for the transaction of business. The affirmative vote of all of the directors present at a meeting at which a quorum is present is required to constitute any act or decision of the Board of Directors.

ARTICLE 12 - RIGHT TO REDEEM

The corporation has the right to redeem its shares at the price, and subject to the terms and conditions, contained in any stock purchase agreement entered into by the corporation.

ARTICLE 13 - COMPENSATION OF OFFICERS

The Board of Directors shall have the authority to determine and set the compensation of all of the officers of the corporation, including the salaries of those officers who are also members of the Board of Directors, and no director shall be disqualified from voting on such compensation by virtue of also being an officer of the corporation.

ARTICLE 14 - AMENDMENT OR REPEAL OF ARTICLES

The unanimous vote or unanimous written consent of the shareholders shall be required to amend or repeal any provisions contained in these Articles of Incorporation or any amendment hereto.

ARTICLE 15 - SHARE TRANSFER RESTRICTIONS

(a) Transfer Restriction. No shareholder shall have the right to sell, assign, pledge, encumber, transfer, or otherwise dispose of (hereinafter collectively referred to as a "Transfer") any of the shares of the corporation held or owned by any such shareholder without first offering such shares for sale to the corporation at their per share book value as determined by the corporation's accountant pursuant to generally accepted accounting principles. Such offer shall be in writing, shall set forth the number of shares involved in such

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proposed Transfer, shall set forth the person or entity to whom the shares are to be transferred, shall be signed by the shareholder who intends to so Transfer said shares (the "Transferring Shareholder"), and shall be sent by registered or certified mail to the corporation at its principal place of business. That offer shall remain open for acceptance by the corporation for a period of thirty (30) days from the date of receipt by the corporation of that notice.

If the corporation does not give the Transferring Shareholder, within that thirty (30) day period, written notice of the corporation's decision to purchase all of those shares, then the other shareholders of the corporation shall have the option, for a period of fifteen (15) days following the end of that thirty (30) day period, to purchase a proportionate number of those shares not being purchased by the corporation, based upon each shareholders percentage ownership of stock in the corporation (any shareholder may also give notice of his intention to purchase any shares not agreed to be purchased by the other shareholder(s)), which purchase may be made on the same per share purchase price, terms and conditions previously available to the corporation. The corporation shall be required to immediately send each shareholder a copy of any notice received by the corporation pursuant to this Article, and indicating thereon what day that notice was received by the corporation. The corporation shall also be required to send each shareholder a copy of any notice by the corporation, if any, to the Transferring Shareholder of the corporation's decision to purchase those shares.

If the corporation does not give notice within that 30-day period of its intent to purchase all of the shares being offered by a Transferring Shareholder, and the other shareholders fail to give the Transferring Shareholder written notice within the aforesaid 15-day period of their intent to purchase all of the remaining shares not purchased by the corporation, then the Transferring Shareholder shall have the right to dispose of all of his or her shares as he or she may see fit. If, however, the Transferring Shareholder fails to Transfer all of those shares within ninety (90) days after the end of the notice periods, then those shares not so transferred will again be subject to the terms and conditions of this Article.

Notwithstanding anything to the contrary set forth above, if all of the shares being offered are not purchased by the corporation and/or the other shareholders pursuant to this Article, then the Transferring Shareholder may refuse to sell any of the stock to the

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corporation or the other shareholders and may transfer or dispose of all of his or her shares in full as he or she may see fit. If, however, the Transferring Shareholder fails to Transfer all of those shares within ninety (90) days after the end of the notice periods, then those shares not so transferred will again be subject to the terms and conditions of this Article.

(b) Purchase Upon Death. On the death of any shareholder, the corporation (and the other shareholders of the corporation to the extent provided herein below) shall have the right, but not the obligation, to purchase all shares of stock in the corporation owned by such shareholder immediately prior to his or her death at the per share book value of such shares as determined by the accountant for the corporation based on generally accepted accounting principles. This provision shall be binding on the beneficiaries, executor, administrator, and personal representative of each such shareholder, and any trustee of any trust which has or claims any right, title or interest in or to the deceased shareholder's stock in the corporation.

The beneficiaries, executor, administrator or personal representative of the decedent, and the trustee of any trust which has or claims any right, title or interest in or to the deceased shareholder's stock, shall be required to give the corporation immediate written notice of the death of the shareholder. That notice shall also state the number of shares of stock in the corporation owned by the deceased shareholder, the name, address and phone number of the personal representative(s) of the estate of the deceased shareholder, all heirs and beneficiaries, and any trustee(s) who shall have or claim any right, title or interest in or to the deceased shareholder's stock, and shall state the jurisdiction and case number where the decedent's estate is pending.

The corporation shall have a period of thirty (30) days in which to give the beneficiary, executor, administrator or personal representative of the deceased shareholder's estate written notice of the corporation's desire to purchase all of such shares of stock, which thirty (30) day period shall not begin until the corporation's receipt of the foregoing notice. If the corporation does not give the executor, administrator or personal representative of the deceased shareholder's estate, within that thirty (30) day period, written notice of the corporation's decision to purchase all of those shares, then the other shareholders of the corporation shall have the option, for a period of fifteen (15) days following the end of that thirty (30) day period, to purchase a proportionate number of those shares not being purchased by the corporation, based upon each shareholders percentage ownership of stock in the corporation [any shareholder may also give notice of his intention to purchase any

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shares not agreed to be purchased by the other shareholder(s)], which purchase may be made on the same per share purchase price, terms and conditions previously available to the corporation. The corporation shall be required to immediately send each shareholder a copy of any notice received by the corporation pursuant to this Article, and shall indicate thereon what day that notice was received by the corporation. The corporation shall also be required to send each shareholder a copy of any notice by the corporation, if any, to the executor, administrator or personal representative of the deceased shareholder's estate of the corporation's decision to purchase those shares.

If the corporation does not give notice within that 30-day period of its intent to purchase all of the shares being offered, and the other shareholders fail to give written notice within the aforesaid 15-day period of their intent to purchase all of the remaining shares not purchased by the corporation, then the executor, administrator or personal representative of the deceased shareholder's estate, or the trustee, as the case may be, shall have the right to dispose of all of the deceased shareholder's shares as he or she may see fit. If, however, all of those shares are not transferred within ninety (90) days after the end of the notice periods, then those shares not so transferred will again be subject to the terms and conditions of this Article.

Notwithstanding anything to the contrary set forth above, if all of the shares being offered are not purchased by the corporation and/or the other shareholders pursuant to this Article, then the executor, administrator or personal representative of the deceased shareholder's estate, or the trustee, as the case may be, may refuse to sell any of the stock to the corporation or the other shareholders and may transfer or dispose of all of the stock as he or she may see fit. If, however, all of those shares of stock are not sold or transferred within ninety (90) days after the end of the notice periods, then those shares not so transferred will again be subject to the terms and conditions of this Article.

(c) Purchase Upon Incompetence, etc. In the event a shareholder shall be determined by a court of law to be incompetent or incapacitated, or in the event a guardian of the person is appointed for a shareholder by any court of competent jurisdiction, the corporation (and the other shareholders of the corporation to the extent provided herein below) shall have the right, but not the obligation, to purchase all shares of stock in the corporation owned by such shareholder immediately prior to such determination or appointment.

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The sale and purchase price for each share of stock shall be the per share book value of such shares as determined by the accountant for the corporation based on generally accepted accounting principles, determined as of the date the shareholder was determined by a court of law to be incompetent or incapacitated, or a guardian of the person is appointed for a shareholder by any court of competent jurisdiction. This provision shall be binding on all guardians, beneficiaries, executor, administrator, and personal representative of such a shareholder, and any person and/or trustee of any trust which has or claims any right, title or interest in or to the deceased shareholder's stock in the corporation.

The person having legal control over such a shareholder's stock in the corporation, whether such person be a guardian, beneficiary, executor, administrator or personal representative or trustee, shall be required to give the corporation immediate written notice that such shareholder has been determined by a court of law to be incompetent or incapacitated, or a guardian of the person has been appointed for such shareholder by any court of competent jurisdiction. That notice shall also state the number of shares of stock in the corporation owned by said shareholder, the name, address and phone number of the guardian of such shareholder, all heirs and beneficiaries, and any persons and/or trustee(s) who shall have or claim any right, title or interest in or to the deceased shareholder's stock, and shall state the jurisdiction and case number for any pending proceeding involving the competency and/or guardianship of said shareholder.

The corporation shall have a period of thirty (30) days, in which to give the person giving such notice, written notice from the corporation of the corporation's desire to purchase all of such shares of stock. That thirty (30) day period shall not begin until the corporation's receipt of the foregoing notice from the person having legal control over such a shareholder's stock in the corporation. If the corporation does not give written notice, within that thirty (30) day period, of the corporation's decision to purchase all of those shares, then the other shareholders of the corporation shall have the option, for a period of fifteen (15) days following the end of that thirty (30) day period, to purchase a proportionate number of those shares not being purchased by the corporation, based upon each shareholders percentage ownership of stock in the corporation [any shareholder may also give notice of his intention to purchase any shares not agreed to be purchased by the other shareholder(s)], which purchase may be made on the same per share purchase price, terms and conditions previously available to the corporation. The corporation shall be required to immediately

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send each shareholder a copy of any notice received by the corporation pursuant to this Article, and shall indicate thereon what day that notice was received by the corporation. The corporation shall also be required to send each shareholder a copy of any notice by the corporation, if any, of the corporation's decision to purchase those shares.

If the corporation does not give notice within that 30-day period of its intent to purchase all of the shares being offered, and the other shareholders fail to give written notice within the aforesaid 15-day period of their intent to purchase all of the remaining shares not purchased by the corporation, then the person having legal control over such a shareholder's stock in the corporation shall have the right to dispose of all of said shareholder's shares as he or she may see fit. If, however, all of those shares are not transferred within ninety (90) days after the end of the notice periods, then those shares not so transferred will again be subject to the terms and conditions of this Article.

Notwithstanding anything to the contrary set forth above, if all of the shares being offered are not purchased by the corporation and/or the other shareholders pursuant to this Article, then the person having legal control over such a shareholder's stock may refuse to sell any of the stock to the corporation or the other shareholders and may transfer or dispose of all of the stock as he or she may see fit. If, however, all of those shares of stock are not sold or transferred within ninety (90) days after the end of the notice periods, then those shares not so transferred will again be subject to the terms and conditions of this Article.

(d) Consent to Transfers. The restrictions on a shareholder's right to Transfer shares of stock in the corporation shall not apply to a Transfer of the shares to the corporation, or any other person or entity if prior written consent is obtained from the corporation and each shareholder of the corporation.

(e) Prohibition Against Transfers to Certain Persons. In no event, however, shall any shareholder of the corporation be entitled to Transfer, devise or bequeath any interest whatsoever in any shares of stock in the corporation to: (1) any person or entity who is not eligible to qualify as a shareholder in a Subchapter "S" corporation if the corporation is a Subchapter "S" corporation at the time of the Transfer; or (2) any person or entity which may cause the corporation or its shareholders to incur any state or federal tax penalty or personal holding company tax.

(f) Invalidity of Transfers Not in Compliance with this Article. Any attempt to Transfer, or distribute to any heirs or beneficiaries of a shareholder, any shares of stock in the

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corporation not in accordance with this Article shall be null and void and any such person or entity receiving any interest in any such shares of stock shall not be entitled to transfer or registration of that interest on the books of the corporation.

(g) Payment of Purchase Price. The purchase price payable by the corporation and/or the other shareholders for the stock shall be payable in cash at a closing to be scheduled at a mutually convenient time for all parties thereto, but said closing shall not be held any later than forty-five (45) days after the date on which the last notice of intent to purchase such stock is mailed or otherwise transmitted by the corporation or any shareholder. If the closing of any purchase of any shares of stock by the corporation and/or the other shareholders does not occur within that forty-five (45) day period, due to no fault of the Transferring Shareholder or such other person having right, title or control over the stock of a shareholder being purchased, then the Transferring Shareholder, or, in the case of a deceased, incompetent shareholder, incapacitated shareholder or shareholder for whom a guardian has been appointed, such other person having right, title or control over the stock of a shareholder, shall have the right to dispose of all of those shares of stock as he or she may see fit.

(h) Stock Legend. Each share certificate issued by the corporation shall have printed or stamped on it the following legend:

"These shares are held subject to certain transfer restrictions imposed by the Articles of Incorporation of the corporation. A copy of such Articles is on file at the principle office of the corporation."

ARTICLE 16 - ARBITRATION OF SHAREHOLDER DEADLOCK

Pursuant to Section 607.0732, Florida Statutes, the shares of stock in this corporation shall be subject to the following agreement regarding a voting deadlock between the shareholders:

(a) In the event of any deadlock between the shareholders, regarding any matter submitted to a vote of the shareholders of this corporation, and such deadlock is not resolved between the shareholders within ten (10) calendar days of the first vote on such matter, then the shareholders shall, within five (5) calendar days thereafter, submit such dispute to binding arbitration before one (1) independent arbitrator who is an arbitrator with the American Arbitration Association (AAA), and the Commercial Arbitration Rules of that association shall apply, except as otherwise modified herein. The arbitrator shall have the

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power and authority to resolve that matter by making a decision on the matter submitted to arbitration, and the arbitrator shall have the authority to exercise the corporate powers necessary to enforce such decision. The decision of the arbitrator shall be and constitute the decision of the shareholders on the matter which is the subject of arbitration, and shall have the effect of a vote by all shareholders at a duly called and convened meeting of the shareholders, and may be described as such in any document.

(b) An arbitration shall be commenced via a demand for arbitration sent to the other shareholders and the AAA. Any shareholder may file the demand for arbitration. Such demand for arbitration shall be on a form provided for such by the AAA, shall include a copy of this article, and shall state the matter submitted to the shareholders for a vote which has resulted in a deadlock. Any shareholder may bring a legal action to compel arbitration pursuant to this provision.

(c) The arbitrator shall be chosen by the written agreement of all of the shareholders. In the event the shareholders are not able to agree upon an arbitrator, in writing, within five (5) working days after the matter has been submitted to arbitration via a demand for arbitration, then the President of the corporation shall immediately obtain a list of the names of ten (10) AAA commercial arbitrators from the closest office of the AAA (which list shall exclude the names of any arbitrators previously nominated by any shareholder), and each shareholder shall thereafter rank those arbitrators (in writing) in order of preference and submit that list to the corporation's President within three (3) working days after receipt of that list of arbitrators from the President. The arbitrator with the highest average placement on the preference lists submitted by the shareholders shall be selected as the arbitrator for this arbitration. In the event one or more arbitrators have an identical average placement on those lists, such tie shall be broken by the selection, by the closest local AAA office, of one of the arbitrators with the highest average placement.

(d) The arbitration hearing and all other arbitration proceedings shall be held exclusively in Hillsborough County, Florida, or at the closest office of the AAA in Florida if the arbitrator cannot attend the hearing in Hillsborough County.

(e) Each shareholder shall pay their own attorneys fees in connection with the arbitration, except as otherwise expressly provided in this article or Florida law. All of the other fees and costs of the arbitration, including without limitation the arbitrators fee, shall be split evenly between all of the shareholders and shall be paid immediately upon invoice.

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(f) In deciding the matter, the arbitrator shall make his or her decision regarding the matter submitted to the shareholders based upon the following: The arbitrator shall make his or her decision: (a) in good faith; (b) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (c) in a manner he or she reasonably believes to be in the best interests of the corporation and the shareholders. In making that decision, the arbitrator shall be entitled to rely on: (a) information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by one or more officers or employees of the corporation whom the arbitrator reasonably believes to be reliable and competent in the matters presented; and/or (b) legal counsel, public accountants, or other persons as to matters the arbitrator reasonably believes are within the persons' professional or expert competence. The arbitrator may consider such factors as the arbitrator reasonably deems relevant, including the long-term prospects and interests of the corporation and its shareholders.

(g) No later than fifteen (15) calendar days after the appointment of an arbitrator, the shareholders will all exchange detailed statements setting forth the facts supporting their position on the matter submitted to a vote of the shareholders, a copy of all exhibits they intend to give to the arbitrator, and a list of witnesses together with a summary of their testimony. Except as specifically provided below, under no circumstances will the use of interrogatories, requests for admission, requests for the production of documents or the taking of depositions be permitted. However, in the event of the designation of any expert witness(es), the following will occur: (a) all information and documents relied upon by the expert witness(es) will be delivered to the other shareholders within the above fifteen (15) day period; (b) the other shareholders will be permitted to depose the expert witness(es); (c) the other shareholders will be permitted to designate rebuttal expert witness(es); and (d) the arbitration hearing will be continued to the earliest possible date that enables the foregoing limited discovery to be accomplished.

(h) Except as otherwise provided herein, or as otherwise decided by the arbitrator (who shall keep continuances to a minimum), the arbitration hearing shall be held within thirty (30) days after the appointment of an arbitrator.

(i) All arbitration proceedings, including testimony or evidence at hearings, will be kept confidential by all persons involved therein. Any decision and/or ruling by the arbitrator may be confirmed as a judgment or order of any court of competent jurisdiction in Hillsborough

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County, Florida, and may be enforced by that court. It is the intent of this article that any such court proceeding shall be accelerated on the court's calendar to the extent agreeable to the court. If any shareholder brings any legal action for judicial relief with respect to any such matter (other than those specifically allowed herein), the shareholder bringing such action will be liable for and immediately pay all of the other shareholder's costs and expenses (including attorneys' fees) incurred to stay or dismiss such action and remove or refer such matter to arbitration. The right to have such deadlock matter arbitrated shall not be deemed waived by any action or inaction by any shareholder.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this corporation, have executed these Articles of Incorporation on this 14th day of July, 2006.


TIMOTHY J. DAILEY - INCORPORATOR

REGISTERED AGENT ACCEPTANCE

I, the undersigned, hereby acknowledge that I am familiar with and accept the duties, obligations and responsibilities as registered agent for this corporation.


TIMOTHY J. DAILEY - REGISTERED AGENT

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