

P10000033261

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

(Document Number)

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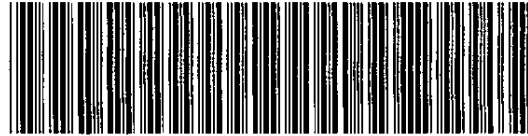


Certificates of Status



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FILED
2010 MAY 26 P 2:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amend NC
Tlewis
5-26-10

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Bronkbuilt Industries Inc.

DOCUMENT NUMBER: P10000033261

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

Please return all correspondence concerning this matter to the following:

Dan Bronkhorst

Name of Contact Person

Bronk-Built Inc.

Firm/ Company

1150 N. Shade Ave

Address

Sarasota, Florida 34237

City/ State and Zip Code

gulfgateremodel@comcast.net

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Dan Bronkhorst

Name of Contact Person

at (941)

809-2500

Area Code & Daytime Telephone Number

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

☐ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is enclosed)

☒ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy is enclosed)

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

Bronkbuilt Industries Inc.

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

P10000033261

(Document Number of Corporation (if known))

FILED
2010 MAY 26 P 2:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

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

Bronk-Built Inc.

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

B. Enter new principal office address, if applicable:

*(Principal office address **MUST BE A STREET ADDRESS**)*

Bronk-Built Inc.

1150 N. Shade Ave

Sarasota, Florida 34237

C. Enter new mailing address, if applicable:

*(Mailing address **MAY BE A POST OFFICE BOX**)*

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

Name of New Registered Agent:

New Registered Office Address:

(Florida street address)

(City)

(Zip Code)

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

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

Signature of New Registered Agent, if changing

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

(Attach additional sheets, if necessary)

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

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

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

Please see the attached amendment for Articles'.

Attached you will find our admendment as follows:

" Indemnification Agreement and Covenant Not To Sue "

(please see the attached document)

President- Dan Bronkhorst

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:

(if not applicable, indicate N/A)

INDEMNIFICATION AGREEMENT

AND

COVENANT NOT TO SUE

AGREEMENT, made and entered into as of 20th of May 2010, between BRONK-BUILT INC., a Florida corporation (the "Corporation"), and Dan A. Bronkhorst, (collectively herein, " Indemnities")

WITNESSETH

WHEREAS, at the request of the corporation, Indemnities' currently serve as Officers and/or Director of the Corporation and may, therefore, be subjected to actions, suits or proceedings by reason of such service; and

WHEREAS, as an inducement to Indemnities to continue to serve as Officer and Directors, the Corporation has agreed not to sue and to indemnify Indemnities against expenses and costs incurred by Indemnities' in connection with any such action, suits, proceedings, to the fullest extent permitted by law; and

WHEREASW, the parties desire to set forth their agreement regarding indemnification;

NOW, THEREFORE, for any in consideration of the mutual promises contained herein, and other good valuable consideration, the parties agree as follows:

1. Acts or Omissions Covered by this agreement. This Agreement shall cover any act or omission any the indemnities which:

1.1 occurs or is alleged to have occurred by reason of its being or having been the Officers and/or Directors of the Corporation;

1.2 occurs or is alleged to have occurred before, during or after the time when the Indemnities' served as Officers and/or Directors of the Corporation; and

1.3 gives rise to, or is the direct or indirect subject of a claim in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, at any time or times whether during or after Indemnities' services as Officers and/or Directors Of Corporation.

2. Indemnity and Covent Not to Sue. Subject to the provisions of Florida Statute Section 607.0850:

2.1 The Corporation shall indemnify, to the fullest extent permitted by the Corporation's articles of incorporation and bylaws, and regardless of any by-law provision to the contrary, Indemnities, from and against any expenses (including attorney fee's), judgments, fines, taxes, penalties and amounts paid in settlement actually and reasonably incurred by Indemnities' in connection with any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigate, by reason of the fact that they are or were Officers and/or Directors of the Corporation or was or were serving at the request of the Corporation as the Officers and/or Directors of another corporation, partnership, joint venture, trust, or other enterprises and whether or not such action is by or in right of the Corporation or such other corporation, partnership, joint venture, trust, or other enterprise with respect to which the Indemnities' serve or have served.

2.2 The Corporation agrees that it will never institute any action or suit at law or in equity against Indemnities', nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, cost, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to personal or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past present, or future, arising out of Indemnities' services to the Corporation.

3. Successful Defense; Burden of Proof; Settlement; No Presumption. Notwithstanding any other provision of this Agreement, to the extent that Indemnities' have been successful or unsuccessful on the merits in defense of any action, suit or proceeding or in defense of any issue or matter therein, including, without limitation, dismissal without prejudice, Indemnities' shall be indemnified against any and all expenses (including attorney fee's), judgments, fines, taxes, penalties and amounts paid in settlement with respect to such action, suit or proceeding.

3.1 Indemnities' shall be presumed to be entitled to indemnification for any act or omission covered under this Agreement. The burden of proof of establishing that Indemnities' are not entitled to indemnification because of the failure to fulfill some requirement of Federal or Florida law, the Corporations articles of incorporation or by-laws or this Agreement shall be on the Corporation.

3.2 The Corporation shall not settle any action or claim in any manner which would impose any penalty or limitation on Indemnities' without Indemnities' prior written consent. Indemnities' shall not unreasonably withhold consent to any proposed settlement.

3.3 For purposes of this agreement, the termination of any action, suit or proceeding, by judgment, order, settlement whether with or without court approval) or conviction, or upon a plea of nolo contendere, or its equivalent, shall not create a presumption that Indemnities' did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law or this Agreement.

4. Notice By Indemnities. Indemnities' shall notify the Corporation in writing of any matter with respect to which Indemnities' intend to seek indemnification hereunder as soon as reasonably practicable following the receipt of Indemnities' of written threat thereof; provided, however, that failure to so notify the Corporation shall not constitute a waiver by Indemnities' of the rights hereunder.

5. Advancement of Expenses. In the event of any action, suit, or proceeding against Indemnities which may give rise to a right of indemnifications from the Corporation pursuant to this Agreement, following written request to the Corporation by Indemnities, the Corporation shall advance to Indemnities amounts to cover expenses (including attorney fee's) incurred by Indemnities in defending any such action, suit, or proceeding in advance of the final dispositions thereof upon receipt of reasonably satisfactory evidence as to the amount of such expenses. Indemnities' written certification together with a copy of any expense statement paid or to be paid by Indemnities shall constitute satisfactory evidence as to the amount of expenses.

6. Non-Exclusivity of Right of Indemnification. The indemnification rights granted to Indemnitees under this Agreement shall not be deemed exclusive of, or in limitation of, any other rights to which Indemnitees may be entitled under Florida or Federal law, the Corporation's articles of incorporation or by-laws, any other agreement, any vote of shareholders or Directors or otherwise. To the extent Florida or Federal law, the Corporation's articles of incorporations or bylaws or other applicable law, as in effect on the date hereof or at any time in the future, permit greater indemnification than is provided for in this Agreement, Indemnitees shall enjoy such greater benefits so afforded, and this agreement shall be deemed amended without any further action by the Corporation or Indemnitees to grant such greater benefits. Indemnitees shall be entitled, in the sole discretion of Indemnitees, to elect to have Indemnitees' rights hereunder interpreted on the basis of applicable law in effect at the time of execution of this Agreement, at this time of occurrence of the indemnify able event giving rise to a claim or at the time indemnification is sought.

7. Termination of Agreement and Survival of Right of indemnification. Subject to section 7.1, this Agreement shall terminate when Indemnitees' services to the Corporation as Officers and/or Directors end.

7.1 The rights granted to Indemnitees hereunder shall continue after termination and shall insure to the benefit of Indemnitees, their heir, *personal representatives and assigns*, and this Agreement shall be binding upon Corporation and its successors and assigns.

8. Mediation and Arbitration. Any disputes between the parties hereto, whether arising under this agreement or otherwise, which the parties cannot resolve between themselves using good faith shall be:

8.1 Referred to a court certified mediator of the Circuit Court in the County of the principal office of the corporation, and any mediation shall be held in the County of the principal office of the Corporation. The parties shall share equally in the cost of said mediation.

8.2 In the event that said dispute is not resolved in mediation, the parties shall submit the dispute to a neutral arbitrator residing in the County of the principal address of the Corporation. The arbitration shall be held in the county of the principal office of the Corporation. the prevailing party shall recover all fees and costs of said arbitration. In the event that the parties are unable to agree upon an arbitrator within 15 days of the date of which either party request arbitration of a matter, the arbitrator shall be provided by the American Arbitration Association. The parties further agree that full discovery shall be allowed to each party to the arbitration and written aware shall be entered forthwith. Any and all types of relief that would otherwise be available in Court shall be available to both parties in the arbitration. the decision of the arbitrator shall be final and binding. arbitration shall be exclusive legal remedy of all parties. Judgment upon the award may be entered in any court of competent jurisdiction pursuant to Florida Statutes Chapter 682, as amended The Arbitration Code.

8.3 If either party refuses to comply with a ruling or decision, it is agreed that the party not complying with the ruling or decision of the arbitrator shall pay the court costs and reasonable attorney's fees (including trial and Appellate attorney fees) incurred in enforcing the ruling or decision of the arbitrator.

8.4 Any rights of injunctive relief shall be in addition to and not in derogation or limitation of any other legal rights.

9. Interpretation of Agreement. The parties acknowledge that this Agreement is the product of mutual efforts by the parties and respective agents. This Agreement shall be interpreted neither more favorable in favor of one party, nor less favorably in of another party.

10. Entire Agreement. The parties constitutes the entire understanding of the parties and supersedes all prior discussions, negotiations, and understandings, whether oral or written, with respect to its subject matter.

11. Modification. No change or modification of this agreement shall be valid unless it is in writing and signed by all parties who are bound by the terms of this Agreement.

12. Attorney's Fees; Costs. In any arbitration or litigation arising out of this agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs at the hearing, trial and appellate levels.

13. Severability. If any provisions of this Agreement is held invalid, enforceable, or void by a court of competent jurisdiction, this Agreement shall be considered divisible as to such provision, and remainder of the Agreement shall be valid and binding as though such provision were not included in this Agreement.

14. Authorization. The Corporation is authorized to enter into this Agreement by virtue of a resolution adopted at a meeting of Directors held the 16th of April, 2010.

15. **Benefits; Binding Effects.** This agreement shall be binding upon and shall operate for the benefits of the parties hereto and their respective heirs, personal representative, administrators, successors and assigns.

16. Venue and Jurisdiction. Should a lawsuit be necessary to enforce this Agreement the parties agree that jurisdiction and venue are waived and suit shall be brought in the county of the principal office of the Corporation.

17. **Notices.** Any notice, demand or other communication required or permitted by this Agreement must be in writing and shall be deemed to have been given and received:

17.1 if delivered by overnight delivery service or messenger, when delivered, or

17.2 if mailed, on the third business day after deposit in the United States mail, certified or registered postage prepaid, return receipt requested , or

17.3 if faxed, telefaxed, or telegraphed, twenty-four hours after being dispatched by fax telegram or telex; in every case addressed to the party to be notified as follows:

If to Corporation: **Bronk-Built Inc.**
1150 N Shade Ave.
Sarasota, Florida 34237
Attention: Dan Bronkhorst

If to Indemnatee: Dan Bronkhorst
2519 Wood Street
Sarasota, Florida 34237

18. **No-Waivers.** The waiver by any party breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach, and the waiver by any party exercise any right or remedy shall not operate nor be construed as a waiver or bar to exercise of such right or remedy upon occurrence of any subsequent breach. No action on the part of either party to the agreement shall be interpreted as waiver unless such action shall be in writing.


19. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

20. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida (without regard to the laws that might be applicable under principles' of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

21. **Counterparts.** This Agreement may be executed in two or more parts, each of which shall be deemed an original but all of which together shall be one and the same instrument.


22. **Facsimile Copy.** a facsimile copy of this Agreement and any signatures affixed hereto shall be considered for all purposes as originals.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above stated.



Dan Bronkhorst, Indemnatee

Bronk-Built Inc.

By: 

Dan Bronkhorst, President



Natalie Noland 5/20/10

The date of each amendment(s) adoption: May 20th, 2010
(date of adoption is required)

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

☐ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

“The number of votes cast for the amendment(s) was/were sufficient for approval

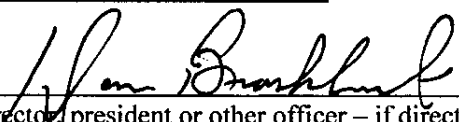
by _____.”
(voting group)

☒ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated May 20th, 2010

Signature


(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Dan Bronkhorst

(Typed or printed name of person signing)

President

(Title of person signing)