

PI00000102168

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

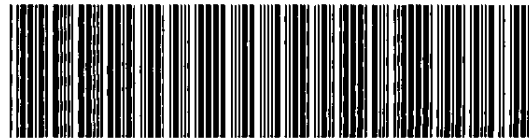
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



500187332175

11/05/10--01011--007 \*\*103.25

FILED  
10 DEC 20 PM 4:24  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

11/10 526/12 MD 12/20

## COVER LETTER

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

SUBJECT: BONDED IMPORT EXPORT 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

☐ \$87.50 Filing Fee,

& Certified Copy

Certified Copy

& Certificate of Status

ADDITIONAL COPY REQUIRED

PLEASE NOTE  
PAGE 2 OF THIS COVER LETTER  
FOR ADDITIONAL FEES FOR SERVICES

FROM: T. J. REYNIA

Name (Printed or typed)

P. O. BOX 390124

Address

DELTONA, FLORIDA 32739

City, State & Zip

386-259-1213

Daytime Telephone number

HAVARDYARD@GMAIL.COM

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

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



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

November 10, 2010

T.J. REYNIA  
P.O. BOX 390124  
DELTONA, FL 32739

SUBJECT: BONDED IMPORT EXPORT INC.  
Ref. Number: W10000052642

We have received your document for BONDED IMPORT EXPORT INC. and your check(s) totaling \$103.25. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must contain a registered agent with a Florida street address and a signed statement of acceptance. (i.e. I hereby am familiar with and accept the duties and responsibilities of Registered Agent.)

You must list at least one incorporator with a complete business street address.

Please return the corrected 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) 245-6921.

Maryanne Dickey  
Regulatory Specialist II Supervisor  
New Filing Section

Letter Number: 510A00026448



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

November 22, 2010

T.J. REYNIA  
P.O. BOX 390124  
DELTONA, FL 32739

SUBJECT: BONDED IMPORT EXPORT INC.  
Ref. Number: W10000052642

We have received your document for BONDED IMPORT EXPORT INC. and your check(s) totaling \$103.25. However, the enclosed document has not been filed and is being returned for the following correction(s):

You failed to make the correction(s) requested in our previous letter.

The document must contain a registered agent with a Florida street address and a signed statement of acceptance. (i.e. I hereby am familiar with and accept the duties and responsibilities of Registered Agent.)

You must list at least one incorporator with a complete business street address.

This information (Articles) must be stated within the "Articles of Incorporation" and not on the attached sheet submitted.

Please return the corrected 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) 245-6921.

Maryanne Dickey  
Regulatory Specialist II Supervisor  
New Filing Section

Letter Number: 510A00026448

EFFECTIVE DATE 01/01/2011

Articles of Incorporation  
Of  
Bonded Import Export Inc

FILED  
10 DEC 20 PM 4:24  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLE I - NAME**

The name of the corporation is Bonded Import Export Inc.  
(hereafter, "Corporation")

**ARTICLE II - OFFICES OF THE CORPORATION**

A. Executive Office -Florida

The initial address of the Corporation's Executive Office in the State of Florida is: 110 W Indiana Avenue, Suite 204, DeLand, FL 32720

B. Other Offices

The Corporation will have such other offices, either within or without the State of Florida, as the Board of Directors may designate or as the business of the Corporation may from time to time require.

C. Mailing Address

The principal mailing address for the Corporation shall be:  
P O Box 390124, Deltona, FL 32739

D. Address of the Registered Agent

The address of the Registered Agent is:  
110 W Indiana Avenue, Suite 204, DeLand, FL 32720

E. Books, Records and Seal

The books, records, and seal of the Corporation may be kept outside the State of Florida at such place or places as may be designated by the Board of Directors.

**ARTICLE III - PURPOSE**

The Corporation is organized for the purposes of transacting any and all lawful business, and to engage in any activity which may promote the interests of the Corporation or enhance the value of its property, rights, or patents. The Corporation may exchange capital, goods, and services across local, state, and international borders or territories, conduct research and studies, and pursue activities relating to the development and dissemination of information and intelligence, and any other endeavor to the fullest extent permitted by law; and, in furtherance of the foregoing purposes, to exercise all powers now or hereafter granted or permitted by law, including powers specified in the Florida Business Corporation Act, now or hereafter in force (the "Act").

#### **ARTICLE IV - DURATION**

The duration of the Corporation shall be perpetual, unless otherwise dissolved by action of law or by action of the Board of Directors.

#### **ARTICLE V - DIRECTORSHIP**

The affairs of the Corporation shall be managed by a board of directors. The details of powers, duties, qualifications, terms of office, manner of election, time and criteria for removal of directors shall be as set forth in the By-Laws of the Corporation if not specifically noted within these Articles.

##### **A. Seats**

The number of directors of the Corporation shall be fixed in the manner specified by the By-laws of the Corporation, unless otherwise provided in the articles. The Class F Directors and any Directors that may be elected by the holders of any Class F Stock shall be included within the total number of directors fixed by the By-Laws of the Corporation.

##### **B. Vacancies**

Vacancies, or newly created directorships resulting from any increase in the authorized number of directors shall be filled only by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, unless for any reason there are no directors in office, in which case they shall be filled by a special election by shareholders.

##### **C. Classified Board of Directors**

The Corporation will have a classified board, and a member of this Corporation's board of directors cannot be removed from office by vote or other action of stockholders or otherwise, except for cause. Such removal requires an affirmative vote of at least fifty percent (50%) majority of the voting power of the Corporation's issued and outstanding capital stock entitled to vote in the election of the Corporation's Board of Directors. The specific term of the classified board will be set forth within the By-Laws of the Corporation.

##### **D. Class Entitlement**

So long as any shares of Class F Common Stock remain outstanding, the holders of Class F Common Stock, voting as a separate class, shall be entitled to elect at least two (2) ("Class F Directors") directors at each meeting or pursuant to each action by written consent of the Company's stockholders for the election of directors. Any additional members of the Company's Board of Directors shall be elected by the holders of Class F Common Stock and the holders of Class A Common Stock, voting together as a single class (the "Mutual Directors")

## **ARTICLE VI - LIABILITY AND INDEMNIFICATION**

### **Definitions:**

A. For purposes of this Article VI, the following terms shall have the meanings indicated:

- (i) "*eligible person*" means an individual who is or was a director, officer or employee of the Corporation, or an individual who, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, manager, partner, trustee, employee or agent of another Corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity. An eligible person shall be considered to be serving an employee benefit plan at the Corporation's request if his duties to the Corporation also impose duties on, or otherwise involve services by, him to the plan or to participants in or beneficiaries of the plan;
- (ii) "*expenses*" includes, without limitation, counsel fees;
- (iii) "*liability*" means the obligation to pay a judgment, settlement, penalty, fine (including any excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding;
- (iv) "*party*" includes, without limitation, an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding; and
- (v) "*proceeding*" means any threatened, pending, or completed action, suit, or proceeding whether civil, criminal, administrative, or investigative and whether formal or informal.

### **B. Limitation of Liability**

To the full extent that the Florida Business Corporation Act, as it exists on the date hereof or as hereafter amended, permits the limitation or elimination of the liability of officers or directors of the Corporation, no officer or director of the Corporation made a party to any proceeding shall be liable to the Corporation or its shareholders for monetary damages arising out of any transaction, occurrence, course of conduct or failure to act, whether occurring prior or subsequent to the effective date of this Article VI.

C. Indemnification

The Corporation shall indemnify any person who was or is a party to any proceeding, including a proceeding brought by or in the right of the Corporation or brought by or on behalf of shareholders of the Corporation, by reason of the fact that such person is or was an eligible person, against any liability incurred by him in connection with such proceeding, except that the Corporation shall not provide any indemnity against willful misconduct or a knowing violation of the criminal law. To the same extent, the Corporation is empowered, by determination provided in Article VI(E), to enter into a contract to indemnify any eligible person against liability in respect of any proceeding arising from any act or omission, whether occurring before or after the execution of such contract.

D. Termination of Proceeding

The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the eligible person did not meet any standard of conduct that is or may be a prerequisite to the limitation or elimination of liability provided in Article VI(B) or to his entitlement to indemnification under Article VI(C).

E. Determination of Availability

The Corporation shall indemnify under Article VI(C) any eligible person who entirely prevails in the defense of any proceeding to which he was a party because he is or was an eligible person of the Corporation, against reasonable expenses incurred by him in connection with the proceeding. Any other indemnification under Article VI(C) (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification is proper in the circumstances because the eligible person has met the relevant standard of conduct that is a prerequisite to his entitlement to indemnification under Article VI(C).

The determination with respect to directors and officers shall be made:

- (a) if there are two or more disinterested directors (as such term is defined in the Florida Business Corporation Act at the time of the determination), by the Board of Directors by a majority vote of all disinterested directors, a majority of whom shall for such purpose constitute a quorum, or by a majority of the members of a committee of two or more disinterested directors appointed by such a vote;

(b) by special legal counsel:

- (i) selected in the manner prescribed in clause (a) of this Article VI(E); or
- (ii) if there are fewer than two disinterested directors, selected by the Board of Directors, in which selection directors who do not qualify as disinterested directors may participate; or (c) by the holders of Common Stock, but shares owned by or voted under the control of a director who at the time does not qualify as a disinterested director may not be voted on the determination.

Authorization of indemnification and advancement of expenses and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if there are fewer than two disinterested directors or if the determination is made by special legal counsel, such authorization and evaluations shall be made by those entitled under clause (b) of this Article VI(E) to select counsel. Notwithstanding the foregoing, in the event there has been a change in the composition of a majority of the Board of Directors after the date of the alleged act or omission with respect to which indemnification, an advancement of expenses or reimbursement is claimed by a director or officer, other than through successor directors approved by the Board of Directors, any determination as to such indemnification, advancement of expenses or reimbursement shall be made by special legal counsel agreed upon by the Board of Directors and such director or officer. If the Board of Directors and the eligible person are unable to agree upon such special legal counsel, the Board of Directors and the eligible person each shall select a nominee, and the nominees shall select such special legal counsel. Determinations with respect to eligible persons other than directors and officers shall be made by or under authorization of the Board of Directors. Determinations with respect to persons referred to in Article VI(G) shall be made by or under authorization of the Board of Directors.

F. Advances

1. The Corporation may pay for or reimburse the reasonable expenses incurred by any eligible person (and by a person referred to in Article VI(G)) who is a party to a proceeding in advance of final disposition of the proceeding or the making of any determination under Article VI(C) if any such person furnishes the Corporation:

- (a) a written statement, executed personally, of his good faith belief that he has met the relevant standard of conduct that is a prerequisite to his entitlement to indemnification pursuant to Article VI(C) or Article VI(G); and
- (b) a written undertaking, executed personally or on his behalf, to repay any funds advanced if the eligible person is not entitled to mandatory indemnification under Article VI(E) and it is ultimately determined that he did not meet such standard of conduct.

The undertaking required by clause (b) of this Article VI(F) shall be an unlimited general obligation but need not be secured and may be accepted without reference to financial ability to make repayment.

2. Authorizations of payments under this Article VI(F) shall be made by the persons specified in Article VI(E).

G. Indemnification of Others

The Corporation is empowered to indemnify or contract to indemnify any person not specified in Article VI(C) who was, is or may become a party to any proceeding, by reason of the fact that he is or was an agent of or consultant to the Corporation, to the same or a lesser extent as if such person were specified as one to whom indemnification is granted in Article VI(C). The provisions of Article VI(D), Article VI(E) and Article VI(F), to the extent set forth therein, shall be applicable to any indemnification provided hereafter pursuant to this Article VI(G).

H. Application; Amendment

The provisions of this Article VI shall be applicable to all proceedings commenced after it becomes effective, arising from any act or omission, whether occurring before or after such effective date. No amendment or repeal of this Article VI shall reduce or eliminate the rights provided under this Article VI (including those created by contract) with respect to any act or omission occurring prior to such amendment or repeal. The Corporation shall promptly take all such actions and make all such determinations and

authorizations as shall be necessary or appropriate to comply with its obligation to make any indemnity against liability, or to advance any expenses, under this Article VI and shall promptly pay or reimburse all reasonable expenses incurred by any eligible person or by a person referred to in Article VI(G) in connection with such actions and determinations or proceedings of any kind arising therefrom.

I. Insurance

The Corporation may purchase and maintain insurance to indemnify it against all or any portion of the liability assumed by it in accordance with this Article and may also procure insurance, in such amounts as the Board of Directors may determine, on behalf of any eligible person (and for a person referred to in Article VI(G)) against any liability asserted against or incurred by him in such capacity or arising from his status as an eligible person, whether or not the Corporation would have power to indemnify him against such liability under the provisions of this Article VI.

J. Further Indemnity

1. Every reference herein to directors, officers, managers, partners, trustees, employees or agents shall include former directors, officers, managers, partners, trustees, employees or agents and their respective heirs, executors and administrators. The indemnification hereby provided and provided hereafter pursuant to the power hereby conferred by this Article VI shall not be exclusive of any other rights to which any person may be entitled, including any right under policies of insurance that may be purchased and maintained by the Corporation or others, with respect to claims, issues or matters in relation to which the Corporation would not have the power to indemnify such person under the provisions of this Article VI.

2. Nothing herein shall prevent or restrict the power of the Corporation to make or provide for any further indemnity, or provisions for determining entitlement to indemnity, pursuant to one or more indemnification agreements, By-Laws, or other arrangements (including, without limitation, creation of trust funds or security interests funded by letters of credit or other means) approved by the Board of Directors (whether or not any of the directors of the Corporation shall be a party to or beneficiary of any such agreements, By-Laws or other arrangements); provided, however, that any provision of such agreements, By-Laws or other arrangements shall not be effective if and to the extent that it is determined to be prohibited by this Article or applicable laws of the State of Florida, but other provisions of any such agreements, By-Laws or other arrangements shall not be affected by any such determination.

K. Severability

Each provision of this Article VI shall be severable, and an adverse determination as to any such provision shall in no way affect the validity of any other provision.

L. Rights of Indemnitee to Bring Suit

If (1) a claim under this Article for indemnification is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation; or (2) a claim under this Article for advancement of Expenses is not paid in full by the Corporation within twenty (20) days after a written claim has been received by the Corporation, then the Indemnitee may, but need not, at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. To the extent successful in whole or in part, the Indemnitee shall be entitled to also be paid the expense (to be proportionately prorated if the Indemnitee is only partially successful) of prosecuting such claim. Neither (1) the failure of the Corporation (including its Board of Directors, its shareholders, or independent legal counsel) to have made a determination prior to the commencement of such proceeding that indemnification or reimbursement or advancement of Expenses to the Indemnitee is proper in the circumstances; nor (2) an actual determination by the Corporation (including its Board of Directors, its shareholders, or independent legal counsel that the Indemnitee is not entitled to indemnification or to the reimbursement or advancement of Expenses, shall be a defense to the proceeding or create a presumption that the Indemnitee is not so entitled.

M. Nonexclusivity of Rights

The right to indemnification and the payment of Expenses incurred in defending a Proceeding in advance of its final disposition granted in this Article shall not be exclusive of any other right which any Indemnitee may have or hereafter acquire under any statute, provision of this Article or the By-Laws, agreement, vote of shareholders or disinterested directors, or otherwise. The Corporation shall have the express right to grant additional indemnity without seeking further approval or satisfaction by the shareholders. All applicable indemnity provisions and any applicable law shall be interpreted and applied so as to provide an Indemnitee with the broadest but nonduplicative indemnity to which he or she is entitled.

N. Claim Initiated by Indemnatee

Initiated or brought voluntarily by Indemnatee and not by way of defense, but such indemnification or advancement of Expenses may be provided by the Corporation in specific cases if the Board of Directors finds it to be appropriate. Notwithstanding the foregoing, the Corporation shall provide indemnification including the advancement of Expenses with respect to Proceedings brought to establish or enforce a right to indemnification under these Articles or any other statute or law or as otherwise required under the statute.

O. Special Procedure Regarding Advance for Expenses

An Indemnatee seeking payment of Expenses in advance of a final disposition of the proceeding must furnish the Corporation, as part of the Indemnification Statement:

- (a) A written affirmation of the Indemnatee's good faith belief that the Indemnatee has met the standard of conduct required to be eligible for indemnification; and
- (b) A written undertaking, constituting an unlimited general obligation of the Indemnatee, to repay the advance if it is ultimately determined that the Indemnatee did not meet the required standard of conduct.

Upon satisfaction of the foregoing the Indemnatee shall have a contractual right to the payment of such Expenses.

P. Settlement

The Corporation is not liable to indemnify Indemnatee for any amounts paid in settlement of any proceeding without the Corporation's written consent. The Corporation shall not settle any proceeding in any manner which would impose any penalty or limitation on Indemnatee without Indemnatee's written consent. Neither the Corporation nor Indemnatee may unreasonably withhold its consent to a proposed settlement.

Q. Contract Rights

The right of an Indemnatee to indemnification and advancement of Expenses is a contract right upon which the Indemnatee shall be presumed to have relied in determining to serve or to continue to serve in his or her capacity with the Corporation. Such right shall continue as long as the Indemnatee shall be subject to any possible proceeding. Any amendment to or repeal of this Article shall not adversely affect any right or protection of an Indemnatee with respect to any acts or omissions of such Indemnatee occurring prior to such amendment or repeal.

R. Prohibited by Law

If the Corporation is prohibited by the Act or other applicable law as then in effect from paying such indemnification and/or advancement of Expenses, for example, the Corporation and Indemnatee acknowledge that the Securities and Exchange Commission ("SEC") has taken the position that indemnification is not possible for liabilities arising under certain federal securities laws. Indemnatee understands and acknowledges that the Corporation has undertaken or may be required in the future to undertake with the SEC to submit the question of indemnification to a court in certain circumstances for a determination of the Corporation's right to indemnify Indemnatee.

S. Successors and Assigns

All obligations of the Corporation to indemnify any Director or Officer shall be binding upon all successors and assigns of the Corporation (including any transferee of all or substantially all of its assets and any successor by merger or otherwise by operation of law). The Corporation shall not effect any sale of substantially all of its assets, merger, consolidation, or other reorganization, in which it is not the surviving entity, unless the surviving entity agrees in writing to assume all such obligations of the Corporation.

T. Exceptions

Any other provision herein to the contrary notwithstanding, the Corporation shall not be obligated pursuant to the terms of these Articles to indemnify or advance Expenses to Indemnatee with respect to any proceeding.

**ARTICLE VII - SPECIAL SHAREHOLDER MEETINGS**

Special meetings of the shareholders of the Corporation for any purpose or purposes may be called at any time by:

- (a) the Board of Directors,
- (b) a committee of the Board of Directors that has been duly designated by the Board of Directors and whose powers and authority, as provided in a resolution of the Board of Directors or in the By-Laws of the Corporation, include the power to call such meetings, or by
- (c) shareholders holding fifty percent (50%) of the then outstanding shares of the Corporation entitled to vote, provided the request is in proper form as prescribed in the By-Laws of the Corporation or as otherwise required by applicable law.

Such special meetings may not be called by any other person or persons.

#### **ARTICLE VIII - REGISTERED OWNER OF STOCK**

Registered Owner(s) of the Corporation, to the extent permitted by law, shall be entitled to treat the person in whose name any share or right is registered on the books of the Corporation as the owner thereto, for all purposes, and except as may be agreed in writing by the Corporation, the Corporation shall not be bound to recognize any equitable or other claim to, or interest in, such share or right on the part of any other person, whether or not the Corporation shall have notice thereof.

#### **ARTICLE IX - PREEMPTIVE RIGHTS**

Shareholders of this Corporation have no preemptive rights to acquire additional shares of stock or securities convertible into shares of stock issued by the Corporation.

#### **ARTICLE X - CUMULATING OF VOTES**

Shareholders of this Corporation shall not be entitled to cumulate their votes at any election of Directors.

#### **ARTICLE XI - CORPORATION'S ACQUISITION OF ITS OWN SHARES**

The Corporation may purchase, redeem, receive, take or otherwise acquire, own and hold, sell, lend, exchange, transfer or otherwise dispose of, pledge, use and otherwise deal with and in its own shares. Shares of the Corporation's stock acquired by it, pursuant to this Article shall be considered "Treasury Stock" and so held by the Corporation. The shares so acquired by the Corporation shall not be considered as authorized and unissued but rather as authorized, issued, and held by the Corporation. The shares, so acquired shall not be regarded as cancelled or as a reduction to the authorized capital of the Corporation unless specifically so designated by the Board of Directors in an amendment to these Articles of Incorporation. The provisions of this Article do not alter or effect the status of the Corporation's acquisition of its shares as a "distribution" by the Corporation as defined in Act, nor alter or effect the limitations on distributions by the Corporation as set forth in the Act. Any shares so acquired by the Corporation, unless otherwise specifically designated by the Board of Directors, at the time of acquisition, shall be considered on subsequent disposition, as transferred rather than reissued. Nothing in this Article limits or restricts the right of the Corporation to resell or otherwise dispose of any of its shares previously acquired for such consideration and according to such procedures as established by the Board of Directors.

**ARTICLE XII - MERGERS, SHARE EXCHANGES, AND OTHER TRANSACTIONS**

A merger, share exchange, sale of substantially all of the Corporation's assets, or dissolution must be approved by the affirmative vote of a majority of the Corporation's outstanding shares entitled to vote, or if separate voting by voting groups is required then by not less than a majority of all the votes entitled to be cast by that voting group.

**ARTICLE XIII - LIMITATION OF SHARES CALLED FOR REDEMPTION**

Redeemable shares. Unless otherwise provided in the articles, redeemable shares that have been called for redemption shall not be entitled to vote on any matter and shall not be deemed outstanding shares after written notice has been mailed to holders thereof that the shares have been called for redemption and that a sum sufficient to redeem the shares has been deposited with a specified financial institution with irrevocable instruction and authority to pay the redemption price to the holders of the shares on the redemption date, in the case of uncertificated shares, or upon surrender of certificates therefore, in the case of certificated shares, and the sum has been so deposited.

**ARTICLE XIV - BOARD ACTION BY UNANIMOUS WRITTEN CONSENT IS ALLOWED**

Pursuant to the authority of the "Act," the Board of Directors of this corporation can take official corporate action without a meeting; provided, however, that such action is evidenced by a written or electronic form of written consent which is signed by each and every Director, and which is filed timely within the official corporate records to document the offered action and its vote tally; whether or not, the action was approved by the Board of Directors.

**ARTICLE XV - AUTHORIZATION TO MODIFY THE BYLAWS**

The Board of Directors is expressly authorized to make, adopt, repeal, alter, amend, and rescind the By-Laws of the Corporation, without any action on the part of the stockholders; but the By-Laws made by the Directors and the powers so conferred may be altered or repealed by the Directors or stockholders.

**ARTICLE XVI - AUTHORIZED SHARES**

The aggregate number of shares of stock that the Corporation shall have authority to issue is thirty three million seven hundred seventy thousand (33,770,000) consisting of thirty million (30,000,000) shares of Class A Common Stock, and three million seven hundred seventy thousand (3,770,000) shares of Class F Common Stock, (the "Class F Common Stock" and together with the "Class A Common Stock", the "Common Stock". The par value of all classes and series of authorized stock is ten thousandths per share(.00001)

**ARTICLE XVII - RIGHTS, PRIVILEGES, PREFERENCES AND RESTRICTIONS OF SHARES**

**A. Dividends**

The holders of the Class F Common Stock and the holders of the Class A Common Stock shall be entitled to receive, on a pari passu basis, when and as declared by the Board of Directors, out of any assets of the Corporation legally available therefore, such dividends as may be declared from time to time by the Board of Directors; provided, however, that in the event that such dividends are paid in the form of shares of Common Stock or rights to acquire Common Stock, the holders of shares of Class F Common Stock shall receive shares of Class F Common Stock or rights to acquire shares of Class F Common Stock, as the case may be, and the holders of shares of Class A Common Stock shall receive shares of Class A Common Stock or rights to acquire shares of Class A Common Stock, as the case may be.

**B. Liquidation Rights**

In the event of the voluntary or involuntary liquidation, dissolution, distribution of assets or winding up of the Corporation, the holders of Class F Common Stock and the holders of Class A Common Stock shall be entitled to share equally, on a per share basis, in all assets of the Corporation of whatever kind available for distribution to the holders of Common Stock.

**C. Vote - Consent of Stockholders**

**1. Number of votes**

Except as otherwise provided herein or by applicable law, the holders of the Class F Common Stock and the holders of the Class A Common Stock shall at all times vote together as one class on all matters (including the election of directors) submitted to a vote or for the consent of the stockholders of the Corporation. Each holder of shares of Class F Common Stock shall be entitled to ten (10) votes for each share of Class F Common Stock held as of the applicable date on any matter that is submitted to a vote or for the consent of the stockholders of the Corporation. Each holder of shares of Class A Common Stock shall be entitled to one (1) vote for each share of Class A Common Stock held as of the applicable date on any matter that is submitted to a vote or for the consent of the stockholders of the Corporation.

**2. Number of Directors**

For so long as any shares of Class F Common Stock are outstanding, holders of outstanding Class F Common Stock, voting separately as a class, shall be entitled to elect a number of directors of the Corporation (each, a "Class F Director") that is equal to the lesser of (x) two and (y) the product of 1/4 multiplied by the total number of directors that will be in office immediately following such election (rounded down to the nearest whole number). For so long as any shares of Class F Common Stock are outstanding.

#### D. Amendments and Changes

Notwithstanding anything to the contrary contained in these "Articles", and in addition to any other vote required by the "Act", as long as any shares of Class F Common Stock shall be issued and outstanding, the Corporation shall not, without first obtaining the approval (by vote or written consent as provided by law) of the holders of more than eighty-percent (80%) of the outstanding shares of Class F Common Stock:

- (a) amend, alter or repeal any provision of the Certificate of Incorporation or By-Laws of the Corporation (including pursuant to a merger) if such action would adversely alter the rights, preferences, privileges or powers of, or restrictions provided for the benefit of, the Class F Common Stock;
- (b) increase or decrease the authorized number of shares of Class F Common Stock;
- (c) authorize or create (by reclassification, merger or otherwise) or issue or obligate itself to issue any new class or series of equity security (including any security convertible into or exercisable for any equity security) having rights, preferences or privileges with respect to dividends or payments upon liquidation senior to or on a parity with the Class F Common Stock or having voting rights more favorable than those granted to the Class F Common Stock generally;
- (d) enter into a Liquidation Event (as defined below);
- (e) increase the size of the Board of Directors;
- (f) declare or pay any dividend or other distribution, including loans, to the stockholders of the Company; or
- (g) amend this Section

#### E. Liquidation

For purposes hereof, a "Liquidation Event" shall mean any of the following:

- (i) the acquisition of the Company by another entity by means of any transaction or series of related transactions to which the Company is party (including, without limitation, any stock acquisition,

reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, as a result of shares in the Company held by such holders prior to such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity (or if the Company or such other surviving or resulting entity is a wholly-owned subsidiary immediately following such acquisition, its parent);

- (ii) a sale, lease or other disposition of all or substantially all of the assets of the Company and its subsidiaries taken as a whole by means of any transaction or series of related transactions, except where such sale, lease or other disposition is to a wholly-owned subsidiary of the Company; or
- (iii) any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

#### F. Subdivision or Combinations

If the Company in any manner subdivides or combines the outstanding shares of one class of Common Stock, then the outstanding shares of the other class of Common Stock shall be subdivided or combined in the same manner.

#### G. Mergers, Consolidation or Other Combination Transactions

In the event that the Company shall enter into any consolidation, merger, combination or other transaction or series of related transactions in which shares of Common Stock are exchanged for or converted into other stock or securities, or the right to receive cash or any other property, then, and in such event, the shares of Class F Common Stock and Class A Common Stock shall be entitled to be exchanged for or converted into the same kind and amount of stock, securities, cash or any other property, as the case may be, into which or for which each share of the other class of Common Stock is exchanged or converted; provided, however, that if the stock or securities of the resulting entity issued upon such exchange or conversion of the shares of Common Stock outstanding immediately prior to such consolidation, merger, combination or other transaction would represent at least a majority of voting

power of such resulting entity (without giving effect to any differences in the voting rights of the stock or securities of the resulting entity to be received by the holders of shares of Class F Common Stock and the holders of Class A Common Stock), then the holders of shares of Class F Common Stock and the holders of shares of Class A Common Stock shall be entitled to receive stock or securities of the resulting entity issuable upon such exchange or conversion that differ with respect to voting rights in a similar manner to which the shares of Class F Common Stock and Class A Common Stock differ under this Certificate of Incorporation.

#### H. Equal Status

Except as expressly provided in this Article XVII, Class F Common Stock and Class A Common Stock shall have the same rights and privileges and rank equally, share ratably and be identical in all respects as to all matters.

#### I. Conversion

1. Certain Definitions. As used in this Section I, the following terms shall have the following meanings:

- (i) "Class F Stockholder" shall mean any individual that is issued Class F Common Stock by the Company
- (ii) "Permitted Entity" shall mean, with respect to any Class F Stockholder, any trust, account, plan, corporation, partnership, or limited liability company specified within Section I, established by or for such Class F Stockholder, so long as such entity meets the requirements set forth in Section I.
- (iii) "Transfer" shall mean, with respect to a share of Class F Common Stock, any sale, assignment, transfer, conveyance, hypothecation or other transfer or disposition of such share or any legal or beneficial interest in such share, whether or not for value and whether voluntary or involuntary or by operation of law.
- (iv) "Voting Control " shall mean, with respect to a share of Class F Common
- (v) Stock, the power (whether exclusive or shared) to vote or direct the voting of such share of Class F Common Stock by proxy, voting agreement or otherwise.

2. Optional Conversion. Each share of Class F Common Stock shall be convertible into one (1) fully paid and non-assessable share of Class A Common Stock at the option of the holder thereof at any time upon written notice to the transfer agent of the Company.

3. Automatic Conversion upon Transfer. At the Stockholder's option, any shares of Class F Common Stock may automatically, without any further action, convert into one (1) fully paid and nonassessable share of Class A Common Stock upon the Transfer of such share; provided, however, that a Transfer of Class F Common Stock by a Class F Stockholder or such Class F Stockholder's Permitted Entities to another Class F Stockholder or such Class F Stockholder's Permitted Entities shall not trigger such automatic conversion; provided further, however, that a Transfer by a Class F Stockholder to any of the following Permitted Entities, and from any of the following Permitted Entities back to such Class F Stockholder and/or any other Permitted Entity by or for such Class F Stockholder shall not trigger such automatic conversion:

- (i) a trust for the benefit of such Class F Stockholder and for the benefit of no other person, provided such Transfer does not involve any payment of cash, securities, property or other consideration (other than an interest in such trust) to the Class F Stockholder and, provided, further, that in the event such Class F Stockholder is no longer the exclusive beneficiary of such trust, each share of Class F Common Stock then held by such trust shall automatically convert into one (1) fully paid and nonassessable share of Class A Common Stock;
- (ii) a trust for the benefit of persons other than the Class F Stockholder so long as the Class F Stockholder has sole dispositive power and exclusive Voting Control with respect to the shares of Class F Common Stock held by such trust, provided such Transfer does not involve any payment of cash, securities, property or other consideration (other than an interest in such trust) to the Class F Stockholder, and, provided, further, that in the event the Class F Stockholder no longer has sole dispositive power and exclusive Voting Control with respect to the shares of Class F Common Stock held by such trust, each share of Class F Common Stock then held by such trust shall automatically convert into one (1) fully paid and nonassessable share of Class A Common Stock;

- (iii) a trust under the terms of which such Class F Stockholder has retained a "qualified interest" within the meaning of §2702(b)(1) of the Internal Revenue Code (the "Code") and/or a reversionary interest so long as the Class F Stockholder has sole dispositive power and exclusive Voting Control with respect to the shares of Class F Common Stock held by such trust; provided, however, that in the event the Class F Stockholder no longer has sole dispositive power and exclusive Voting Control with respect to the shares of Class F Common Stock held by such trust, each share of Class F Common Stock then held by such trust shall automatically convert into one (1) fully paid and nonassessable share of Class A Common Stock;
- (iv) an Individual Retirement Account, as defined in Section 408(a) of the Code, or a pension, profit sharing, stock bonus or other type of plan or trust of which such Class F Stockholder is a participant or beneficiary and which satisfies the requirements for qualification under Section 401 of the Code; provided that in each case such Class F Stockholder has sole dispositive power and exclusive Voting Control with respect to the shares of Class F Common Stock held in such account, plan or trust, and provided, further, that in the event the Class F Stockholder no longer has sole dispositive power and exclusive Voting Control with respect to the shares of Class F Common Stock held by such account, plan or trust, each share of Class F Common Stock then held by such trust shall automatically convert into one (1) fully paid and nonassessable share of Class A Common Stock;
- (v) a corporation in which such Class F Stockholder directly, or indirectly through one or more Permitted Entities, owns shares with sufficient Voting Control in the Corporation, or otherwise has legally enforceable rights, such that the Class F Stockholder retains sole dispositive power and exclusive Voting Control with respect to the shares of Class F Common Stock held by such corporation; provided that in the event the Class F Stockholder no longer owns sufficient shares or has sufficient legally enforceable rights to enable the Class F Stockholder to retain sole dispositive power and exclusive Voting Control with respect to the shares of Class F Common Stock held by such corporation, each share of Class F Common Stock then held by such corporation shall automatically convert into one (1) fully paid and nonassessable share of Class A Common Stock;

(vi) a partnership in which such Class F Stockholder directly, or indirectly through one or more Permitted Entities, owns partnership interests with sufficient Voting Control in the partnership, or otherwise has legally enforceable rights, such that the Class F Stockholder retains sole dispositive power and exclusive Voting Control with respect to the shares of Class F Common Stock held by such partnership; provided that in the event the Class F Stockholder no longer owns sufficient partnership interests or has sufficient legally enforceable rights to enable the Class F Stockholder to retain sole dispositive power and exclusive Voting Control with respect to the shares of Class F Common Stock held by such partnership, each share of Class F Common Stock then held by such partnership shall automatically convert into one (1) fully paid and nonassessable share of Class A Common Stock; or

(vii) a limited liability company in which such Class F Stockholder directly, or indirectly through one or more Permitted Entities, owns membership interests with sufficient Voting Control in the limited liability company, or otherwise has legally enforceable rights, such that the Class F Stockholder retains sole dispositive power and exclusive Voting Control with respect to the shares of Class F Common Stock held by such limited liability company; provided that in the event the Class F Stockholder no longer owns sufficient membership interests or has sufficient legally enforceable rights to enable the Class F Stockholder to retain sole dispositive power and exclusive Voting Control with respect to the shares of Class F Common Stock held by such limited liability company, each share of Class F Common Stock then held by such limited liability company shall automatically convert into one (1) fully paid and nonassessable share of Class A Common Stock.

L. Option to Convert Stock Upon Death

Each share of Class F Common Stock held of record by a Class F Stockholder, or by such Class F Stockholder's Permitted Entities, shall at their option have each of their share's convert into one (1) fully paid and nonassessable share of Class A Common Stock upon the death of such Class F Stockholder.

K. Effect of Conversion

In the event of an authorized conversion of shares of Class F Common Stock to shares of Class A Common Stock, pursuant to Article XVII such conversion shall be deemed to have been made at the time and date that the Company's transfer agent receives the written notice of conversion, unless said notice contains an applicable supplemental time for the noted conversion.

Upon any conversion of Class F Common Stock to Class A Common Stock, all rights of the holder of such shares of Class F Common Stock shall cease and the person or persons in whose names or names the certificate or certificates representing the shares of Class F Common Stock are to be issued, if any, shall be treated for all purposes as having become the record holder or holders of such number of shares of Class A Common Stock into which such Class F Common Stock were convertible. Shares of Class F Common Stock that are converted into shares of Class A Common Stock as provided in this Article XVII shall be retired and shall not be reissued.

L. Reservation of Stock

The Company shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of effecting the conversion of the shares of Class F Common Stock, such number of its shares of Class A Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Class F Common Stock into shares of Class A Common Stock.

M. Issue and Delivery Cost

The Corporation will pay any and all documentary, stamp or similar transfer taxes payable in respect to the issue, delivery or registration of shares of Class F Common Stock, including a conversion upon death, however, the Corporation shall not be required to pay any taxes which may be payable in respect of any registration or transfer involved in the issue, delivery, registration or conversion of shares of Class A Common Stock.

N. Adjustment in Authorized Stock

The number of authorized shares of Class A Common Stock, Class F Common Stock or any Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by an affirmative vote of the holders of a majority of the voting power of the stock of the Corporation entitled to vote thereon, irrespective of any provisions within the "Act", or any successor provision thereto, and no vote of the holders of the Class A Common Stock or Preferred Stock voting separately as a class shall be required therefor.

O. Administration

The Company may, from time to time, establish such policies and procedures relating to the conversion of the Class F Common Stock to Class A Common Stock and the general administration of this dual class Common Stock structure, including the issuance of stock

certificates with respect thereto, as it may deem necessary or advisable, and may request that holders of shares of Class F Common Stock furnish affidavits or other proof to the Company as it deems necessary to verify the ownership of Class F Common Stock and to confirm that a conversion to Class A Common Stock has not occurred.

**P. Share Certificates; Uncertificated Shares**

Initial classes and series of shares issued by the Corporation will be without certificates (§607.0626 of the Act); future Board authorizations to issue any class or series, may be with, or without certificates. The Board may adopt rules and regulations as it deems sagacious concerning the issue, registration and transfer of shares of the Corporations stock, or evidence of uncertificated shares of the Corporations stock, and may appoint one or more transfer agents or clerks and registrars thereof. Transfer of shares of the Corporation shall be made only on the stock transfer books of the Corporation and in accordance with applicable law and the By-Laws of the Corporation.

**ARTICLE XVII - SEVERABILITY**

In the event that any provision of these Articles of Incorporation or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of these Articles will continue in full force and effect. The Directors further agree to replace such void or unenforceable provision with a valid and enforceable provision that will achieve, to the fullest extent possible, the economic, business and other purposes of all such void or unenforceable provisions. Furthermore, the Articles of Incorporation will survive and supplant any object created by this Corporation, which conflicts with a provision of one or more Article, unless an amendment passes an affirmative majority vote to specifically modify, clarify or remove such provision.

**ARTICLE XVIII - EFFECTIVE DATE**

The foregoing Articles of Incorporation of Bonded Import Export Inc., shall become effective on and after 12:01 a.m., January 1, 2011

**ARTICLE XIX - REGISTERED AGENT**

The name and address of the initial Registered Agent is:  
TJ Reynia, 110 W Indiana Avenue, Suite 204, DeLand, FL 32720.


**ARTICLE XX - INCORPORATOR**

The name and address of the Incorporator is:  
TJ Reynia, 110 W Indiana Avenue, Suite 204, DeLand, FL 32720.


FILED  
10 DEC 20 PM 4:24  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Acceptance of Appointment as Registered Agent**

T.J. Reynia, having been named as the initial Registered Agent in the above and foregoing Articles of Incorporation of Bonded Import Export Inc., and willing to accept service of process and familiar with the pertinent provisions of the Florida Statute as they pertain to the obligations of a Registered Agent, accepts this capacity.

 12/06/2010  
T J Reynia, Registered Agent

IN WITNESS WHEREOF, I have hereunto set my hand and seal, acknowledged and filed the forgoing Articles of Incorporation under the laws of the State of Florida.

 12/06/2010  
T J Reynia, Incorporator