

Charter Number Only

PA 9060409

Requestor's Name
Robert Fensterseib
Address
1801 S. Ocean DR. #100
Hallandale, FL 33309
City State ZIP Phone
#(954) 456-2488

ONLY

700002226087-4
-06/30/97-01045-005
*****122.50 *****122.50

CORPORATION(S) NAME

Fensterseib & Blake, P.A.

Empire Toll Free: 1-800-432-3028

FILED
97 JUN 11 PM 12:15
F.L.A. COUNTY CLERK

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input type="checkbox"/> Merger |
| <input type="checkbox"/> NonProfit | <input type="checkbox"/> Foreign | <input type="checkbox"/> Mark |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> Reinstatement | <input type="checkbox"/> Reservation | <input type="checkbox"/> Change of Registered Agent |
| <input checked="" type="checkbox"/> Certified Copy | <input type="checkbox"/> Photo Copies | <input type="checkbox"/> Certificate Under Seal |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call If Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input type="checkbox"/> Pick Up |
| | | <input type="checkbox"/> Mail Out |

Name	
Availability	
Document	
Examiner	
Updater	
Verifier	
Acknowledgment	
W.P. Verifier	

6/30

97-15107

CERTIFIED COPY

RECEIVED
97 JUN 30 10:21



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

June 30, 1997

EMPIRE CORPORATION

TALLAHASSEE, FL

SUBJECT: FENSTERSHEIB & BLAKE, P.A.
Ref. Number: W97000015107

We have received your document for FENSTERSHEIB & BLAKE, P.A. and check(s) totaling \$122.50. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation"); and the registered agent's signature.

If you have any questions concerning the filing of your document, please call (850) 487-6934.

Loria Poole
Corporate Specialist

Letter Number: 097A00034242

RECEIVED
97 JUL 11 11:12:12
DIVISION OF CORPORATIONS

ARTICLES OF INCORPORATION
OF
Fenstersheib & Blake, P.A.
A Florida Professional Corporation

FILED
97 JUL 11 PM 12:15
SECRETARY OF STATE
TALLAHASSEE FLORIDA

The undersigned, for the purposes of forming a Florida Professional Corporation pursuant to the laws of the State of Florida, do hereby make, subscribe, acknowledge and file the following Articles of Incorporation.

ARTICLE I

The name of the Corporation shall be:

Fenstersheib & Blake, P.A.

ARTICLE II

This Corporation shall exist perpetually or until dissolved by due process of law.

ARTICLE III

This Corporation is organized for the general purpose of the practice of law.

ARTICLE IV

This corporation is authorized to issue par value common stock as described below, and none other:

Maximum Number of Shares	1,000
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Par Value Per Share	\$1.00
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Prepared by: Marlowe J. Blake, P.A.
9130 S. Dadeland Boulevard
Suite 1704
Miami, Florida 33156
(305) 670-3379
Florida Bar No. 267708

The authorized shares of par value common stock may be issued only for consideration having a value, in the judgment of the Board of Directors, equivalent at least to the full par value of the stock so to be issued. Such consideration may be in the form of cash, real property, tangible personal property, intangible personal property, labor or services rendered, other than future services, or any combination of the foregoing.

Each share of common stock of this Corporation shall entitle the holder of record thereof to one vote upon each proposal presented at lawful meetings of the Stockholders. No holder of common stock of this Corporation shall be entitled to any right of cumulative voting. The Corporation may provide for preemptive rights of officers pursuant to provisions of its By-Laws, but no preemptive rights shall exist unless specifically approved for inclusion in the By-Laws.

ARTICLE V

The initial street address of the registered office of this Corporation in the State of Florida shall be:

1801 South Ocean Drive-Suite 100
Hallandale, Florida 33309

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9130 S. Dadeland Boulevard
Suite 1704
Miami, Florida 33156
(305) 670-3379
Florida Bar #267708

The Corporation may also maintain its principal office and branch offices at such places and in such states and foreign countries as the Board of Directors may from time to time by resolution provide.

The name of the initial Registered Agent of this Corporation at the aforementioned address is: ROBERT J. FENSTERSHEIB.

ARTICLE VI

The business of this Corporation shall be conducted by a Board of Directors of not less than one (1), nor more than fifteen (15) persons. The Board of Directors shall be elected at the annual meeting of this Corporation, which meeting shall be held at such time as shall be provided by the By-Laws.

They shall hold office until their successors are elected or appointed and have qualified, unless otherwise provided by the By-Laws.

The names and street addresses of the initial Directors who are to conduct the affairs of this Corporation until the first meeting and election and qualification of their successor:

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9130 S. Dadeland Boulevard
Suite 1704
Miami, Florida 33156
(305) 670-3379
Florida Bar #267708

NAME

ADDRESS

Robert J. Fenstersheib

1801 South Ocean Drive,
Suite 100
Hallandale, Florida 33009

Marlowe J. Blake

9130 S. Dadeland Blvd.-1704
Suite 1704

Miami, Florida 33156

ARTICLE VII

1. No contract or other transaction between this Corporation and any other Corporation shall be affected or invalidated by the fact that any one or more of the Directors of this Corporation is or are interested in, or is a Director or Officer, or any Directors, of Officers of, such other Corporation.

2. Upon election of the Board of Directors by Directors, such Board shall manage the business and affairs of the Corporation, without the need of further authorization from the Directors, except as provided by law, or otherwise herein.

3. The initial By-Laws of this Corporation shall be adopted by the Board of Directors. The By-Laws may be amended from time to time by either the Stockholders or the Directors. The Directors may amend, alter, or repeal any By-Laws adopted by the Directors. The Directors may not alter, amend or repeal any By-Law

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adopted by the Stockholders, nor may the Directors adopt By-Laws which would be in conflict with the By-Laws adopted by the Board of Directors.

4. The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in a manner now or hereafter prescribed by law; and all rights conferred upon the Directors herein are granted subject to that reservation.

5. Any Incorporator or Director present at any meet-ing, either in person or by proxy, and any Directors present in person at any meeting of the Board of Directors shall conclusively be deemed to have received proper notice of such meeting unless he shall make objection at such meeting to any defect or insufficiency of notice.

6. The Corporation shall indemnify all Officers and Directors of the corporation to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this __ day of May, 1997.

Robert J. Fenstersheib, P.A.

By: 
Robert J. Fenstersheib, President

SHAREHOLDERS AGREEMENT

THIS SHAREHOLDERS AGREEMENT, is made this 23 day of May, 1997, by and between Robert J. Fenstersheib, P.A. and Marlowe J. Blake, P.A, hereinafter referred to as "Shareholders" of FENSTERSHEIB & BLAKE, P.A.

WITNESSETH:

WHEREAS, the parties wish to and hereby acknowledge, ratify, and put into effect their written agreement dated May 13, 1997, a copy being attached hereto and incorporated and to otherwise define their respective rights and obligations relating to their ownership of the shares of FENSTERSHEIB & BLAKE, P.A. and to provide for the orderly conduct of business by the Company,

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and of the mutual benefits to be gained by the performance hereof, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree as follows:

1. Recitations. The above recitations are true and correct, except for one modification to the 5/13/97 agreement, namely that the corporation will be a professional association rather than a professional limited liability corporation

2. Sale to a Third Party. First Refusal. Pre-emptive Rights. The shares of this corporation shall be divided equally, 50% each between the parties. Neither the company nor a shareholder shall sell, transfer, encumber or otherwise dispose of all, any portion of, or any interest in shares owned by such party, unless prior to said disposition, such party (the "Seller") shall grant a right of first refusal to the other shareholders pro rata to purchase the shares on the same terms and conditions as the Seller intends to dispose of them. The Seller shall advise the other shareholders and the Company in writing of the terms and conditions of the intended disposition and the other

shareholders and the Company shall have twenty (20) days from the date of the notice to meet the terms and conditions of the Seller's intended disposition. If the remaining shareholders or the Company cannot meet said terms and conditions, the Seller may dispose of the shares in the intended manner for a period of sixty (60) days after the expiration of said twenty (20) day period. Thereafter, the shares shall be re-encumbered by the provisions of this paragraph.

(a) That if any one (1) of the shareholders who now is, or hereafter may be, employed by the Company, shall cease to work for, or be employed by, the Company, the other shareholders who then may be shareholders of the Company and parties to this Agreement, shall severally have the same right to purchase all of the shares of stock of the Company then owned or held by the shareholder ceasing such employment, as though, at the date of such cessation, an offer to sell the same had been made by such shareholder under Paragraph 2 of this Agreement; and the other shareholder shall act upon the right hereby granted within the same time, and in the same manner, as if an offer had been so made.

(b) That, upon the death of any shareholder, the other shareholders who then may be shareholders of the Company and parties to the Agreement, shall severally purchase the shares of stock of the Company owned or held by the shareholder at the time of his death, as though an offer to sell had been made by such shareholder under this Agreement, and such other shareholder had accepted such offer within the time allowed; and the terms, provisions and conditions of this Agreement shall, mutatis mutandis, apply to and govern the personal representative of the deceased shareholder.

(c) That the purchase price hereunder of shares of stock of the Company shall be the book value of such shares of stock as shown by the quarterly balance sheet of the Company preceding the date of the offer, or at the date equivalent thereto, under Paragraph 2, items (a) and (b) hereof,

but subject to the definition of the term "book value" set forth below.

(d) That, upon being notified of the acceptance of an offer, or upon the ultimate date fixed for mandatory acceptance of an offer under Paragraph 2, item (b) of this Agreement, the Company shall cause a copy of its quarterly balance sheet to be prepared, and a copy shall be promptly delivered, or sent by registered mail, to the offeror and to each accepting shareholder, and, in the situation provided for in Paragraph 2, item (b) of this Agreement, a copy of such quarterly balance sheet shall be sent to the personal representative of the deceased Shareholder.

(e) That, for the purposes of this Agreement, the book value of shares of stock shall be determined by a certified public accountant licensed by the State of Florida, in accordance with the following provisions:

1. Good will and other intangible property shall be deemed to be of no value, unless they shall have been acquired and paid for in cash; and, in such event, they shall be figured at the amount paid therefor.
2. Furniture, fixtures, equipment, etc., on hand, at the time of making the balance sheet, shall be taken as of the value at which they shall appear in such quarterly balance sheet, less ten (10%) percent for depreciation.
3. Current accounts receivable shall be taken in at face value thereof, less discount (if the accounts shall be carried gross upon the books), and less a reserve of three (3%) percent for depreciation to be thereafter, but within not later than four (4) months, appropriately adjusted.
4. All merchandise and inventory whatsoever shall be taken in at the cost or market value, whichever shall be lower at the time.
5. Any securities acquired by the Company shall be taken in at the market value thereof.

6. Federal, State, and Municipal taxes and assessments shall be apportioned and charged as a liability as of the quarterly balance sheet date.

(f) That, within ten (10) days after the delivery or mailing of a copy of such quarterly balance sheet, the offeror shall deliver to the Company all of his shares of stock, duly endorsed in blank, with the proper Federal and State transfer stamps attached, together with his written resignation as an officer and/or director of the Company (if he shall be an officer, director, or both), together with the like resignation of any nominee of such offeror who may then be an officer and/or director of the Company; and not later than two (2) weeks following such delivery, each accepting shareholder shall deliver forthwith to the offeror the purchase price or prices so received, and shall deliver to the accepting shareholders the shares of stock.

That if any of such shares of stock so offered, shall not be accepted and paid for within the time or times prescribed, a new certificate of stock for any unaccepted and/or unpaid for shares of stock shall be issued and delivered to the offeror.

(g) That the company covenants that it will not issue or sell any of its unissued or treasury shares of stock, to any person, firm, association, or corporation, unless and until such person, firm, association, or corporation shall have executed this Agreement, or a counterpart thereof.

3. Forced Sale. (a) At any time during the joint lives of the shareholders, a shareholder (hereinafter referred to as the "First Party") may make an offer to either of the other shareholders (hereinafter referred to as the "Second Party") to purchase all of the Second Party's shares. The offer made by the First Party shall be in writing and it shall set forth the price First Party will pay for all the Second Party's shares, the terms of payment (i.e. cash, deferred interest rate payment period security and the like) and such provisions as the First Party deems appropriate. Within thirty (30) days following the making of the offer, the Second Party shall notify the First Party, in writing, that he (i)

agrees to sell all of his shares to the First Party in accordance with and pursuant to the terms, provisions and conditions set forth in the offer made by the First Party (hereinafter referred to as "Acceptance") or (ii) rejects the offer made by the First Party but desires to purchase from the First Party all of the First Party's shares upon the same terms, provisions and conditions set forth in the offer made by the First Party (hereinafter referred to as a "Rejection" and "Counter Offer"). Failure of the Second Party to notify the First Party in writing within the aforementioned thirty (30) day period, shall constitute an election of acceptance by the Second Party.

The offer of the First Party shall be deemed made when it is given to the Second Party in accordance with provisions of this Agreement relating to Notices. The date of acceptance or rejection and counter offer is the date that the Second Party notifies the First Party in writing, in accordance with the provisions of this Agreement relating to Notices.

In the event of acceptance by the Second Party, the Second Party shall be obligated to sell all of his shares to the First Party and the First Party shall be obligated to purchase all of the Second Party's shares. In the event of rejections and counter offer by the Second Party, the First Party shall be obligated to sell all of his shares to the Second Party and the Second Party shall be obligated to purchase all of the First Party's shares.

The purchase and all of the other terms, provisions, and conditions of the sale and purchase made pursuant to this section shall be those set forth in the written offer made by the First Party. The sale shall take place at the offices of the Company on the 20th day following the date of acceptance or the rejection and counter offer, or on the first business day thereafter unless a later date was specified in the Notice by the First Party.

(b) No offer made in accordance with the provision of this paragraph shall include a non-compete clause and both parties recognize that in the event of a forced sale, a non-compete

clause would deprive the selling party from his ability to earn a livelihood.

4. Consummation of Sale of Shares. If there is a sale and purchase or other disposition and acquisition of stock from one party to another party pursuant to this Agreement, each party shall take all steps necessary to effectuate the acquisition including, but not limited to, the payment of the purchase price, the execution of any promissory note, the endorsement by the Seller to the Buyer of the certificate representing the Seller's ownership of the shares, the granting of security interests and any actions required to perfect such security interests. The Seller and the Buyer agree that each will execute any and all documents reasonably required to accomplish the foregoing. The Seller agrees to dis-charge any liability incurred to the State of Florida for stock transfer stamps on account of the sale.

5. Fiduciary Responsibility. Each of the shareholders pre-sently has or anticipates having other business interests and employment and may, from time to time, invest in other ventures or become employed by other entities. The shareholders acknowledge that they have no rights whatsoever with respect to any other busi-nesses, ventures, or the profits of such other businesses, ven-tures, or the profits of such other businesses or ventures that the other shareholder now have or may enter into.

6. Indemnifications. The Company shall indemnify and save the Shareholders harmless from any loss or damage including costs and attorney's fees (including those incurred at appellate proceedings) they may incur by reason of any act performed in exercising their duties on behalf of the Company except for loss or damage due to gross negligence or willful malfeasance.

7. Control. At all times during the duration of this Agree-ment and in the event a sale takes place under the terms of this Agreement, during the time that any monies are still owed under any notes referred to above, the parties agree as follows:

(a) At all times during reasonable business hours at the office of the Company, any party to this Agreement or his representative shall have full and complete right of access to all of the books and records of the Company.

(b) Any sale of all or a part of the assets of the Company, other than the ordinary course of business, shall not be accomplished without the unanimous approval of all parties to this Agreement.

(c) The Company shall not authorize or issue any new stock.

(d) The Company shall not engage in any business or other activity outside of the ordinary course of business without the unanimous approval of all parties to this Agreement.

(e) The Company shall not liquidate or dissolve without adequate provisions being made for complete payment of all obligations to selling shareholder(s), if any, whether such obligations are for the purchase of stock, payment of salaries, or otherwise, whether or not such obligations are then due and payable.

(f) There shall not be any consolidation or merger of this Company with any other company or companies without the unanimous consent of all parties to this Agreement.

(g) The Company shall not amend the Articles of Incorporation of the Company without the unanimous consent of all parties to this Agreement.

8. **Termination.** This Agreement shall terminate on the occurrence of any of the following events:

- (a) Cessation of the Company's business;
- (b) Bankruptcy, receivership, or insolvency of the Company;
- (c) Bankruptcy or insolvency of all the shareholders;
- (d) Death of all shareholders, simultaneously, or within a period of thirty (30) days;

(e) By written agreement of the parties hereto or, upon the death of a shareholder, by written agreement of the then surviving shareholders.

9. Arbitration. Any disputes or controversies arising out of, in connection with, or in relation to this Agreement or any breach thereof shall be determined and settled by arbitration in Miami, Florida, pursuant to the Rules of the American Arbitration Association. Any award rendered therein shall be final and binding upon all parties and judgment may be entered therein in any court or competent jurisdiction.

10. State Law. This Agreement shall be subject to and shall be construed under the laws of the State of Florida. The invalidity of any covenant, promise or undertaking, or any section, subsection, paragraph, sentence, clause, phrase or word, or of any provision of this Agreement shall not affect the validity of the remaining portions thereof.

11. Attorney's Fees. In the event of any litigation arising out of this Agreement, the prevailing parties shall be entitled to the court costs and reasonable attorneys' fees at the trial and appellate levels.

12. Further Assurances. All parties shall execute and deliver such other instruments and do such other acts as may be necessary to carry out the intent and purposes of this Agreement.

13. Captions. All captions in this Agreement are solely for the convenience of the parties and are not a part of this Agreement.

14. No Waiver. No action, or failure to act, by any party hereunder shall be deemed a waiver of any right of said party unless said waiver is in writing and is signed by the party against whom the waiver is charged.

15. Binding Effect. This Agreement shall be binding upon the shareholders, their heirs and personal representatives. The shareholders (on his own behalf and on behalf of his heirs and the

representatives of his estate) agree to execute any instruments and to perform any acts which are or may become necessary to effectuate this Agreement and to fulfill its terms.

16. Entire Agreement. This instrument contains the entire agreement of the parties hereto and no modification, amendment, change, or discharge of any term or provision of this Agreement shall be valid or binding unless the same is in writing and signed by all the parties hereto. All previous statements, representations, or agreements made between the parties concerning their relationship as shareholders in this Company are deemed merged into this Agreement and of no further effect. No waiver of any or the terms of this Agreement shall be valid unless signed by the party against whom such waiver is asserted.

IN WITNESS WHEREOF, the parties have entered into this Agreement and set their hands to same as of the day and year first above-written.

ROBERT J. FENSTERSHEIB, P.A.

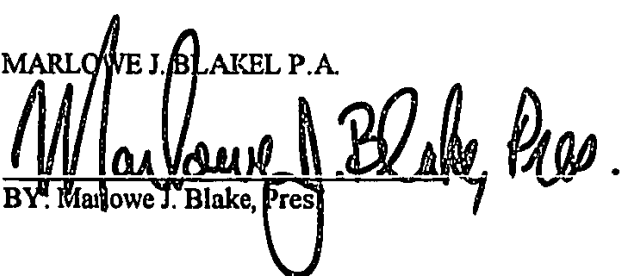
WITNESS


BY: Robert J. Fenstersheib, Pres.

WITNESS

MARLOWE J. BLAKE P.A.

WITNESS


BY: Marlowe J. Blake, Pres.

WITNESS

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the limited liability company is: Fensterheide & Blake B.L.C.

*2. The name and address of the registered agent and office is:

Robert Fensterheide
(Name)
Suite 100 - 1801 South Ocean Drive
(P.O. Box not acceptable)
Hallandale, Fl. 33009
(City/State/Zip)

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

X [Signature]
(Signature)

X 7/8/97
(Date)

FILING FEE: \$ 35 for Designation of Registered Agent