

P97000090190

BRANNON MCLEAN SNEAD

Requestor's Name

3222 VARNELL DRIVE

Address

TALLAHASSEE, FL. (850) 906-0083

City/State/Zip

Phone #

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. SNEAD ENTERPRISES, INC.
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

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☐ Walk in

☐ Pick up time _____

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☐ Mail out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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DIVISION OF CORPORATION

P. Hall

OCT 21 1997

Examiner's Initials

ARTICLES OF INCORPORATION

ARTICLE I NAME

The name of the corporation shall be Snead Enterprises, Incorporated.

ARTICLE II PRINCIPLE OFFICE OF THE CORPORATION

The principle place of business of this corporation shall be 3222 Varnell Drive, Tallahassee, Florida 32308

ARTICLE III NATURE OF BUSINESS

The corporation may engage in or transact any or all lawful activities or business determined under the laws of the United States, the State of Florida, or any other state, county, territory or nation.

The purpose of the corporation is to engage, generally in the retail food service business and to engage in such other businesses enterprises as agreed upon by it's directors.

The corporation shall have the power to hold, operate, encumber, lease, sell, dispose of, and otherwise deal with its business and assets, and to carry on any other activities and execute and perform any contracts, documents, or instruments necessary to, in connection with, or incidental to, the accomplishment of it's purposes, so long as such activities may be lawfully carried on or performed by a corporation under the laws of the United States and State of Florida.

ARTICLE IV TERMS OF THE CORPORATION

The corporation shall commence on the date of this agreement and shall continue until the close of five years from the effective date and continue from year to year thereafter, unless sooner terminated under this agreement.

ARTICLE V CAPITAL STOCK

Each partner shall have an interest in the corporation as described below:

PARTNER

Brannon McLain Snead

STOCK

100% of the issued stock

The number of shares of stock that this corporation is authorized to have outstanding at any one time is 100 shares at \$1.00.

ARTICLE VI PROFITS, LOSSES AND DISTRIBUTION

For each fiscal year of the corporation, income and loss of the corporation shall be allocated to the partners in accordance with their respective capital stock interests. For each fiscal year of the corporation, cash and other property available for distribution (prior to liquidation) shall be applied to the stockholders in proportion to their respective capital stock interest. In the event the corporation is liquidated or dissolved the assets of the corporation shall be distributed to the Partners in accordance with their respective capital stock interests after all allocations of income and loss for the year of liquidation. Before hand, no distribution of profit, income, or property will take place before initial investment of each partner is satisfied. No stockholder shall have the right to receive, nor shall the corporation make distributions to a stockholder that include a return of all or any part of the stockholder's contribution prior to such stockholder withdrawal or the winding up and dissolution of the corporation.

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TALLAHASSEE, FLORIDA

No director is the agent of another director, except as specifically provided in this agreement.

This director is the agent of another director, except as specifically provided in this agreement.

This agreement may be executed counterparts, all of the which taken together shall constitute a single agreement.

In witness whereof, the parties have signed and sealed this agreement as of the day and year first written above.

Brannon McLain Snead
Brannon McLain Snead - Incorporator
Director and President
Registered Agent

3222 Varnell Drive
Tallahassee, Florida 32308
Registered Office

I hereby certify that the above Brannon McLain Snead appeared before me on this 20th day of October 1998.

Christina S. Bischoff



CHRISTINA S. BISCHOFF
MY COMMISSION # CC352275 EXPIRES
March 28, 1998
BONDED THRU TROY FAIR INSURANCE, INC.

ARTICLE VII TITLE TO CORPORATE PROPERTY

Title to all property of the corporation shall be taken and held in the corporate name.

ARTICLE VII TRANSFER OF STOCK

No partner may transfer, sell or relinquish his stock, either in whole or part, to anyone other than a partner of the corporation, without the written consent of all other partners. Each partner has the right of first refusal and/or first option to buy. The value of the stockholders interest in the corporation on the date of the transfer shall be the amount equal to the fair market value of such interest. If a fair market value cannot be agreed upon, the services of a non-bias appraisal firm shall be used and the determination of such firm shall be binding and agreeable to all parties. The value for the interest of the withdrawing stockholders shall be paid by certified or cashiers check by the purchasing stockholders at the closing of the sale, which shall be held not later than 90 days after the value has been determined.

ARTICLE IX BANK ACCOUNTS

All funds of the corporation shall be deposited in the corporate checking account or other bank accounts as shall be designated by the directors. All withdrawals from such accounts shall be made upon such authorized signatures as the directors see fit.

ARTICLE X BOOKS AND RECORDS

Correct and complete books and records of the business of the corporation shall be kept at the principle place of business. Each director has the complete right to review and receive a copy of accounting affairs of the corporation.

ARTICLE XI NOTICES

Any and all notices offers, acceptances, requests, certifications, and consents provided for in this agreement shall be in writing, be delivered in person or mailed certified mail, return receipt requested. If mailed, be sent to the stockholders address as set forth on the signature page of this agreement, or the last address as given to the corporation.

ARTICLE XII FURTHER ASSURANCES

The directors agree to take whatever action necessary and to execute any further papers that are deemed necessary or desirable from time to time to carry out the provisions or intent of this agreement

The directors agree to take whatever action and to spend all necessary funds set forth by this agreement or any other agreements they may have in accordance with compliance standards set forth by Doctor's Associates, Incorporated

ARTICLE XIII GOVERNING LAW AND BINDING EFFECT

This agreement shall be construed by, and in accordance with the laws of Florida. This agreement shall be binding upon, and in use to the benefit of the parties and their personal representatives, successors, and assigns, but only to the extent permitted and allowed in this agreement.

ARTICLE XIV MISCELLANEOUS PROVISIONS

No director shall be liable to any other director or to the corporation by reason on the actions or omissions to act of such director in connection with the corporation, unless otherwise provided in this agreement, except in the case of fraud, gross negligence, dishonest conduct, or material violations of this agreement.

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

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PURSUANT TO THE PROVISIONS OF SECTION 607.0501, FLORIDA STATUTES, THE
UNDERSIGNED CORPORATION, ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA,
SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED
OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the corporation is:

SNEAD ENTERPRISES, INCORPORATED

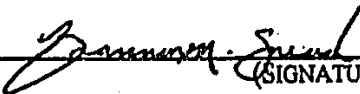
2. The name and address of the registered agent and office is:

BRANNON MC LAIN SNEAD
(NAME)

3222 VARNELL DRIVE
(P.O. Box or Mail Drop Box **NOT** ACCEPTABLE)

TALLAHASSEE, FL 32308
(CITY/STATE/ZIP)

Having been named as registered agent and to accept service of process for the above stated corporation 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.


(SIGNATURE)

OCTOBER 21, 1997
(DATE)