

How To Form a Florida Business Corporation

A Guide for Lawyers

James W. Martin

HOW TO FORM A FLORIDA BUSINESS CORPORATION

A Guide for Lawyers

By
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PREFACE

In my 48 years as a Florida lawyer, I have seen too many corporations improperly formed and maintained. Some failed to issue stock; others failed to hold annual meetings and file annual reports; and others failed to maintain corporate records. Failure to comply with the basics of corporate law have resulted in real estate title problems, litigation, and potential personal liability.

My hope for this book is to provide a step-by-step process for forming and maintaining Florida business corporations to avoid these problems. The other types of entities in Florida, such as nonprofit corporations, limited liability companies (LLCs), and partnerships, are the subject of other books. You can check my website www.jamesmartinpa.com for their availability.

This book, with its forms and checklists, is primarily directed to lawyers and their staffs because corporations are legal entities created under the Florida Business Corporation Act, Florida Statutes Chapter 607, so having a law degree really should be a prerequisite to forming and maintaining corporations.

However, I realize that we live in an age where nonlawyers freely access these materials on the Internet, so I have written this book in plain language that does not require a law degree to understand. But, my message for nonlawyers reading this book is to be sure to engage a Florida-licensed lawyer on your behalf to review any document before it is signed or filed. You can verify a lawyer is in good standing with The Florida Bar at www.floridabar.org .

Not every form or procedure relating to corporations is included in this book. In order to keep the process of forming and maintaining a Florida corporation as simple as possible, I have included only those forms and procedures that are used in most cases.

Although the forms should meet the usual requirements, they are primarily included to illustrate the procedures of forming and maintaining a Florida corporation. No form should be used and no procedure should be followed unless the reader understands it and decides that it applies to his or her situation, and as noted above, if the reader is not a lawyer, then the form should be reviewed by his or her own lawyer before signing or filing it. Each situation differs in some respects, so readers should plan to make changes to these forms and procedures accordingly.

Please remember that this book was created for general background and educational purposes, it is not legal advice, and it does not create an attorney-client relationship.

I have tried to make this book complete and accurate, so any corrections, comments, or suggestions that the reader may have will be appreciated and may be sent to me at the email address below.

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DEDICATION

The author dedicates this work to his wife Cathy Martin, Assistant Dean for Career and Professional Development at Stetson University College of Law, for her encouragement and daily motivation in writing this book.

ABOUT THE AUTHOR

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James W. Martin earned his undergraduate and law degrees from Stetson University, which later awarded him the Ben C. Willard Award for humanitarian achievements and, in 2013, inducted him into the Stetson University College of Law Hall of Fame. Since 2009 he has taught contract drafting and law practice management as an adjunct professor of law at Stetson, while continuing his private law practice.

He is Board Certified in Real Estate Law by The Florida Bar, and for over forty years his practice areas have been real property, wills, trusts, probate estates, corporations, nonprofits, and business law. He began working as a law clerk fifty years ago in a small St. Petersburg, Florida law office while attending Stetson College of Law. He researched and drafted wills, trusts, articles of incorporation, leases, and contracts. He became a partner in that office after graduating. Over the remainder of the decade, he drafted hundreds of wills and living trusts, handled real estate closings as a title insurance agent for Lawyers Title, litigated construction contract claims, and formed and advised business and nonprofit corporations.

As a young attorney in 1980, Martin was instrumental in bringing the Salvador Dali Museum to St. Petersburg, Florida, after reading the Wall Street Journal article “U.S. Art World Dillydallies over Dalis”, which described the search by the Morse family for a permanent home for their collection of Salvador Dali paintings, the most comprehensive Dali collection in the world. Martin had just opened his own law office in the Plaza Building in downtown St. Petersburg, the city’s first new high-rise office building in twenty years. It was from his 10th floor office view of Tampa Bay that he described St. Petersburg to anyone who would listen. After reading the article, Martin contacted the Morses and suggested St. Petersburg, in the phone call that led to the 1982 opening of the Salvador Dali Museum in St. Petersburg, with world-wide media attention. Today Martin remains an officer and trustee of the Museum, and in 2011 he assisted his wife Cathy Martin (Stetson Law Assistant Dean for Career and Professional Development) as a co-chair of the grand opening of its famous new building, again to world-wide media attention.

Martin has written eight books and published over thirty articles on contracts, real estate, probate, legal management, business organizations, legal forms and nonprofit organizations. He

received The Florida Bar's Barbara Sanders Memorial Writing Competition Award for his article Fifty Tips for Writing the Contract That Stays Out of Court. His books on real estate transactions, business organizations, specialized forms, and nonprofit organizations were published over a period of twenty years by West Publishing (Thomson-Reuters) and comprise over 5,000 pages of legal forms, including multiple editions of West's Legal Forms, Volume 29, Nonprofit Organizations.

Martin served for six years on The Florida Bar Probate Rules Committee and two terms as chair of the St. Petersburg Bar Association Probate Section. He was the first lawyer in St. Petersburg to e-file probate pleadings under a pilot program established by the probate court.

Martin has volunteered with more than 25 community organizations, served on the St. Petersburg City Council, and represented St. Petersburg on the Tampa Bay Regional Planning Council and Pinellas County Arts Council. He helped launch Stetson's Constitution Hall exhibit at the Stavros Institute's Finance Park in Pinellas County to teach middle school students about their constitutional rights and the U.S. government.

James Martin was an early adopter of technology in the practice of law. Having worked as a computer programmer while attending Stetson, a skill he learned as a Georgia Tech / Defense Department co-op student, he knew the value of computers and introduced them as productivity tools in his law office years before most lawyers. In the early 1980s he applied systems techniques to forming corporations and self-published the book Florida Corporations System, which was acquired by West Publishing as its first electronic publication.

As advances in technology made a paperless law office possible, Martin's law office completed its conversion from paper to electronic files, and by 2012 most work was being done remotely. When the coronavirus pandemic arrived in 2020, Martin already had a virtual, paperless law office.

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HOW TO USE THIS BOOK

How to Use This Book

Checklist of Things To Do (Before Using This Book)

Explanation of Parts

Useful Supplies and Equipment

Fees of Florida Division of Corporations

HOW TO USE THIS BOOK

This book provides a process by which a lawyer may efficiently form and maintain a Florida corporation and prepare its related legal documentation through the use of pre-programmed Document Forms selected from Checklists and Fact Sheets. The Document Forms can be saved as Word files or they may be pre-printed for use as paper forms.

Checklists are provided to outline each step to be followed in forming and maintaining a corporation. The Checklists will refer the user to the appropriate Fact Sheets, Document Forms, Reminders, and Procedures involved in each step.

Because the lawyer has the ethical responsibility for the work product, the lawyer should study each of the forms and checklists before using them. Each lawyer, legal assistant, and secretary involved in the process should also do so prior to the first use. It is suggested that the lawyer and staff undertake a dry run by using a fictitious corporation and client to try the process in the lawyer's own practice. Any adjustments, such as changing or adding forms and paragraphs, can then be made to fit the process to the lawyer's particular desires and requirements.

In order to become familiar with the book, a Checklist of Things To Do before using this book is included on the next page.

CHECKLIST OF THINGS TO DO

1. Print this Checklist so that each step can be checked off as it is completed.
2. The lawyer and staff should review:
 - Explanation of Parts
 - Useful Supplies and Equipment
 - Checklists I through V
 - Fact Sheets I through III
3. The lawyer should study the Document Forms and the Law References which explain them, and the Procedures and Reminders.
4. The staff should study the Procedures and Reminders and review the Document Forms and Law References.
5. The Checklists, Fact Sheets and Reminders should be copied for use with individual clients.
6. The Document Forms should be saved as Word files.
7. A dry run should be performed using a fictitious client and completing Fact Sheets I and II; the staff should complete and follow Checklists I and II.
8. The Checklists, Fact Sheets, and Document Forms should be revised by the lawyer if the dry run shows any Checklist, Fact Sheet, Document Form or other part of the book to be inappropriate for his or her practice.
9. Set a Reminder (tickler) to review the operation of the process in three months to make additional revisions.
10. The process is now ready for use.

EXPLANATION OF PARTS

This book consists of the following elements:

CHECKLISTS are to show what is to be done and what has been done and by whom. There is one Checklist for each of the five parts of the process:

- I Incorporation
- II Organizational Meeting
- III Annual Meeting
- IV Quarterly Report and Special Meeting
- V Annual Report to State

Each Checklist places in order the steps which are to be done for each part. The steps refer to the written Procedures and Reminders. As each step in the Checklist is completed, the person doing that step fills in the date done, his or her initials, and the date for which any Reminder is prepared.

FACT SHEETS are present to gather information from the client that will be used to produce documents. There is one Fact Sheet for each of the following parts of the process:

- I Incorporation
- II Organizational Meeting
- III Annual Meeting

There is no Fact Sheet for Part IV (Quarterly Report and Special Meeting) because the Quarterly Corporation Action Report (Document Form No. 400), which is mailed to the client to complete, acts as the Fact Sheet for that Part. There is no Fact Sheet for Part V (Annual Report) because no additional information is needed for that Part.

The information gathered in the Fact Sheets corresponds directly with the information needed to complete the blanks in the Document Forms. The Fact Sheets also include a list of all Document Forms from which the lawyer can choose those to be prepared. Thus, completion of the Fact Sheet will generate all of the information and instructions required for the staff to prepare the documents.

The Fact Sheets provide the specific information to be inserted into the Document Forms wherever it appears in parentheses. Some systems use numbering techniques for such "variable" information that will be merged into template forms. This system uses names for variables instead of numbers because one can add more variables to a form without renumbering the entire system, making the system more flexible.

DOCUMENT FORMS are to be used in preparation of the documents for the client. The Document Forms are separately named and numbered to correspond with each Part to which they primarily relate:

<u>Part #</u>	<u>Doc #</u>	<u>Part</u>
I	101-199	Incorporation
II	200-299	Organizational Meeting
III	300-399	Annual Meeting
IV	400-499	Quarterly Report and Special Meeting
V	500-599	Annual Report
VI	600-699	Corporate Resolution Paragraphs
VII	700-799	Miscellaneous

Note that a number of corporate resolutions, which may be adopted in the organizational, annual or special meetings, are included as Document Form number 600, a series of paragraphs numbered consecutively beginning with 601.

Also note that the places in Document Forms to insert optional paragraphs are designated as follows: *INSERT OPTIONAL PARAGRAPHS HERE. This designation is different from the designations in the Document Forms for the places to insert variable information in that the optional paragraph designations have asterisks before and after, whereas the variable information blanks, designated as follows, do not: (Variable Information Blank).

REMINDERS are used to designate future work. Each Reminder is numbered and referred to in the Checklists. Each Reminder is to be filed in a Reminder System which is further described in Reminders.

PROCEDURES are descriptions and instructions on how to perform certain steps and prepare certain documents. Each procedure is numbered and referred to in the Checklists.

LAW REFERENCES explain the Document Forms and cite the laws on which the forms are based. Each Law Reference is numbered and corresponds to the Document Form which it explains. The Law References are not intended to constitute a legal discourse on corporate law, but are intended to explain why that particular form was used.

USEFUL SUPPLIES AND EQUIPMENT

The following equipment and supplies are helpful in using this book:

Corporation Kit. The usual corporation kit consists of a minute book, corporate seal, printed stock certificates, and binder. A pocket seal is usually obtained since it is easier to use than a desk seal. The year on the seal should be the year of incorporation. The stock certificates are printed with the name of the corporation, the state of incorporation (Florida), the number of authorized shares, and the par value per share. Corporate kits can be purchased from a number of suppliers, such as blumberg.com and blackstonelegal.com.

Report Covers. The client should be given a copy of every document prepared for the corporation so that the client has a copy for its reference. Documents may be emailed to the client as PDF files or mailed to the client as paper documents. If on paper, they can be bound in report covers with the lawyer or law firm name printed on them. (They are also useful in providing a closing package of documents for real estate closings.) Some report covers come with plastic channel grips to bind the contents at the top or the side without the need for special binding machines. Court reporter transcript covers are ideal for this purpose. One supplier for these report covers is pengad.com.

Envelopes. The standard envelope for most correspondence is the number 10 business envelope. These can be purchased from the U.S. Postal Service as pre-stamped and pre-printed envelopes with the return address of the law firm. They are handy because it is not necessary to affix stamps. Here is the link to USPS pre-printed and pre-stamped envelopes: store.usps.com/store/pse/

Tax Forms. IRS Form SS-4 (Application for Employer Identification Number - See Document Form 102) and IRS Form 2553 (S Corporation Election - See Document Form 254) are available from the Internal Revenue Service. Here is a link to IRS forms: www.irs.gov/forms-instructions

Department of State Forms. Document Forms # 501 - Annual Report and # 708 - Statement of Change of Registered Agent or Office are available from the Department of State, Division of Corporations, here: dos.myflorida.com/sunbiz/forms/corporations/

FEES OF FLORIDA DIVISION OF CORPORATIONS

Corporate fees for corporations can be found on the Florida Division of Corporations website here: dos.myflorida.com/sunbiz/forms/fees/corporate-fees/

Here is a list of fees as of May 1, 2022:

\$35.00	Filing fee
\$35.00	Registered Agent Designation
\$8.75	Certified Copy (optional)*
\$78.75	Total (Filing Fee, Registered Agent Designation, and Certified Copy)
\$35.00	Amendment of any record
\$35.00	Name Reservation
\$150.00	Profit Annual Report (& Supplemental Fee)
\$550.00	Profit Annual Report (Received after May 1)
\$61.25	Amended Profit Annual Report
\$35.00	Articles of Correction
\$61.25	Nonprofit Annual Report
\$8.75	Certificate of Status
\$8.75	Certified Copy*
\$10.00	Photocopies**
\$35.00	Change of Registered Agent
\$35.00	Dissolution & Withdrawal
\$87.50	Foreign Name Registration
\$87.50	Foreign Name Renewal
\$35.00	Merger (per party)
\$35.00	Certificate of Conversion (in addition to New Entity Filing Fees, if applicable)
\$600.00	Reinstatement (profit) (plus each year annual report fee)
\$175.00	Reinstatement (nonprofit) (plus each year annual report fee)
\$87.50	Resignation of Registered Agent (active corporation)
\$35.00	Resignation of Registered Agent (inactive corporation)
\$35.00	Revocation of Dissolution
\$8.75	Substitute Service of Process (F.S. Chapter 48)

*Certified Copies are \$8.75 for the first 8 pages and \$1.00 for each additional page, not to exceed a maximum of \$52.50. This fee is applied only to requests that are done in person. All mail-in requests are charged a flat \$8.75.

**Photocopies are \$1.00 per page for requests that are brought in to their office. All mail-in requests are charged a flat \$10.00.

CHECKLISTS

- I Incorporation
- II Organizational Meeting
- III Maintenance — Annual Meeting
- IV Maintenance — Quarterly Report and Special Meeting
- V Maintenance — Annual Report to State

CHECKLIST I - INCORPORATION

Name of Corporation: _____

Date: _____

Code: A = Attorney LA = Legal Assistant or Secretary # = Document Form number

Step	Who	Date	What
1	_____	A	Meet with client and complete Fact Sheet I.
2	_____	LA	Review Fact Sheet I to be sure fully filled in.
3	_____	LA	Open files. (See Procedure 1)
4	_____	LA	Check name availability. (See Procedure 2)
5	_____	LA	Optional: Reserve name with Secretary of State using # 150 - Application to Reserve Corporation Name; Set Reminder 1. (See Procedure 3)
6	_____	LA	Type all documents for Part I per Fact Sheet I. (See Procedure 4)
7	_____	A	Review typed documents; make any desired changes.
8	_____	LA	Make changes requested by Attorney.
9	_____	LA	Optional: Send # 151 - Letter Thanking Referral.
10	_____	LA	Optional: Have client sign # 152 - Agreement To Form Corporation. (See Procedure 5)
11	_____	LA	Have clients sign # 101 - Articles of Incorporation and # 102 - IRS Form SS-4.
12	_____	LA	Give clients # 104 - Engagement Letter and collect fee retainer and cost deposit. (See Procedure 6)
13	_____	LA	Send Articles with # 105 - Letter to Secretary of State; Set Reminder 2 for 2 weeks. (See Procedure 7)
14	_____	LA	When copy of filed Articles received from State: Send # 102 - Form SS-4 to IRS with # 106 - Letter (See Procedure 8); Set Reminder 3 for 4 weeks; Send # 103- Corporation Kit Order Letter with check; Set Reminder 4 for 2 weeks; Send copy of Articles to client with # 107 - Letter; (See Procedure 27-Using Return Address Envelopes); Send copy of Articles to those who receive copies; Set Reminder 5 for 1 week.
16	_____	LA	Update # 108 - Corporation Directory and # 109 - Corporation Status Sheet. (See Procedure 9)

CHECKLIST II - ORGANIZATIONAL MEETING

Name of Corporation: _____

Date: _____

Code: A = Attorney LA = Legal Assistant or Secretary # = Document Form number

Step	Who	Date	What
1	A	_____	Meet with clients & hold Organizational Meeting & complete Fact Sheet II. (See Procedure 10)
2	LA	_____	Review Fact Sheet II to be sure fully filled in.
3	LA	_____	Optional: Set Reminder 6 for S corporation election. (See Procedure 11)
4	LA	_____	Type all documents for Part II per Fact Sheet II. (See Procedure 12)
5	LA	_____	Assemble all typed documents into Minutes & Documents Books. (See Procedure 13)
6	A	_____	Review Minutes & Documents Books and make any changes desired.
7	LA	_____	Make changes requested by Attorney.
8	A	_____	Optional: Prepare documents not in system, such as copyright and trademark registrations, contracts, etc.
9	LA	_____	Set appointment for clients to see Attorney to review and sign documents.
10	A	_____	Meet with clients and review and sign Minutes and Documents Books (See Procedure 14); Present # 217 - Bill for Incorporation; Explain process for corporate maintenance (Part III); Give client # 215- Letter to Client After Incorporation and #400 - Quarterly Corporation Action Report; Set Reminder 7.
11	LA	_____	Optional: Send # 254 - IRS Form 2553 S corporation election to IRS; Set Reminders 8 and 9. (See Procedure 11)
12	LA	_____	Optional: Send # 256 - Fictitious Name Notice and # 257 - Letter to newspaper to publish; Set Reminder 10. (See Procedure 15)
13	LA	_____	Affix seal to all Minutes and documents. (See Procedure 16)
14	LA	_____	Send copy of all documents to client & others and put copy in file. (See Procedure 19)
15	LA	_____	Set Reminder 12 for next calendar quarter for Quarterly Corporation Action Report; Set Reminder 15 for one year for Annual Meeting; Set Reminder 18 for next January 2nd for Annual Report to State.
16	LA	_____	Update # 108 - Corporation Directory and # 109 - Corporation Status Sheet. (See Procedure 9)
17	LA	_____	Put IRS Tax Identification Number into Documents Book when received from client.
18	LA	_____	Optional: Attach completed Schedules to Leases.

- 19 LA _____ Optional: Put copy of IRS-approved S corporation election into Documents Book; Send copy to client, CPA and others. (See Procedure 11)
- 20 LA _____ Optional: File # 258 - Application for Registration of Fictitious Name with Florida Division of Corporations; Set Reminder 11. (See Procedure 15)
- 21 LA _____ Optional: File proof of registration of fictitious name in Documents Book; Send copy to client. (See Procedure 15)

CHECKLIST III - MAINTENANCE - ANNUAL MEETING

Name of Corporation: _____

Date: _____

Code: A = Attorney LA = Legal Assistant or Secretary # = Document Form number

Step	Who	Date	What
1	LA	_____	Send # 300-Letter to Client re Annual Meeting; Set Reminder 16.
2	A	_____	Meet with clients & hold Annual Meeting of Shareholders & Directors & complete Fact Sheet III. (See Procedure 17)
3	LA	_____	Review Fact Sheet III to be sure fully complete.
4	LA	_____	Type # 301 & # 302 - Annual Meeting Minutes & other documents per Fact Sheet III. (See Procedure 18 and Optional Procedures 21, 22, & 23)
5	A	_____	Review typed Minutes & documents & make any changes.
6	LA	_____	Type any changes requested by Attorney.
7	LA	_____	Send # 303 - Letter with Annual Meeting Minutes & documents to client to sign; Send copy to others per Corporation Directory; Send # 304 - Bill for Annual Meeting to Client; Set Reminder 17. (See Procedures 19 & 27)
8	LA	_____	Set Reminder 15 for next Annual Meeting.
9	LA	_____	When client returns signed Minutes & documents: Affix seal to all Minutes and documents; Put signed Minutes & documents into Books; Update # 108- Corporation Directory, # 109 - Corporation Status Sheet and # 208 - List of Current Officers and Directors; Update Tables of Contents in Books. (See Procedures 9 & 20)

CHECKLIST IV - MAINTENANCE - QUARTERLY REPORT AND SPECIAL MEETING

Name of Corporation: _____

Date: _____

Code: A = Attorney LA = Legal Assistant or Secretary # = Document Form number

Step	Who	Date	What
1	LA	_____	Send # 400 - Quarterly Corporation Action Report to client; Set Reminder 13.
2	A	_____	Review Quarterly Report prepared by client; Draft any documents or minutes not in system; Check off Document Forms to prepare from list below.
3	LA	_____	Review Quarterly Report to be sure complete; if no activity, just file Report in office file.
4	LA	_____	Type Special Meeting Minutes and other documents. (See Procedure 25)
5	A	_____	Review Minutes & documents & make any changes desired.
6	LA	_____	Type any changes requested by attorney.
7	LA	_____	Send # 403 - Letter to Client with Special Meeting Minutes & documents to sign; Send copy to others per Corporation Directory; Send # 404 - Bill for Special Meeting to client; Set Reminder 14. (See Procedures 19 & 27)
8	LA	_____	Set Reminder 12 for next calendar quarter for next Quarterly Report.
9	LA	_____	When client returns signed Minutes & documents: Affix seal to all Minutes and documents; Put signed Minutes & documents into Books; Update # 108 - Corporation Directory, # 109 - Corporation Status Sheet and # 208 - List of Current Officers and Directors; Update Table of Contents in Books. (See Procedures 9 & 20)

STANDARD DOCUMENTS TO BE TYPED: (Strike through any documents not desired)

Doc # Document Name

402 Minutes of Special Meeting of Directors
 Date of Special Meeting of Directors: _____
 Time of Special Meeting of Directors: _____
 Place of Special Meeting of Directors: _____
 Purpose of Special Meeting of Directors: _____
 Directors at Special Meeting of Directors: _____
 Attorneys at Special Meeting of Directors: _____
 Others at Special Meeting of Directors: _____

Chairman of Special Meeting of Directors: _____

Secretary of Special Meeting of Directors: _____

403 Letter to Client with Special Meeting Minutes

404 Bill for Special Meeting Minutes

OPTIONAL DOCUMENTS TO BE TYPED: (Place a check next to those desired)

<u>Doc #</u>	<u>Document Name</u>
253	<input type="checkbox"/> Promissory Note from Corporation (for Loan)
254	<input type="checkbox"/> IRS Form 2553 - Election by Small Business Corporation (S corporation)
255	<input type="checkbox"/> Letter to IRS with S corporation election
256	<input type="checkbox"/> Notice of Fictitious Name
257	<input type="checkbox"/> Letter to Newspaper to Publish Fictitious Name Notice
258	<input type="checkbox"/> Application for Registration of Fictitious Name
259	<input type="checkbox"/> Letter to Florida Division of Corporations to File Application for Registration of Fictitious Name
260	<input type="checkbox"/> Lease Agreement for Realty
261	<input type="checkbox"/> Assignment of Lease (Realty)
262	<input type="checkbox"/> Lease Agreement for Personalty
263	<input type="checkbox"/> Lease Agreement for Motor Vehicles
264	<input type="checkbox"/> Stock Purchase Agreement
265	<input type="checkbox"/> Employment Agreement
702	<input type="checkbox"/> Proxy
705	<input type="checkbox"/> Amendment to Bylaws
706	<input type="checkbox"/> Amendment to Employment Agreement
707	<input type="checkbox"/> Resignation of Director
708	<input type="checkbox"/> Statement of Change of Registered Office or Agent
709	<input type="checkbox"/> Promissory Note to Corporation

CHECKLIST V - MAINTENANCE - ANNUAL REPORT TO STATE

Name of Corporation: _____

Date: _____

Code: A = Attorney LA = Legal Assistant or Secretary # = Document Form number

<u>Step</u>	<u>Who</u>	<u>Date</u>	<u>What</u>
-------------	------------	-------------	-------------

1	LA	_____	Send # 500 - Letter to Client re Annual Report to State; Set Reminder 19. (See Procedure 26)
---	----	-------	---

2	LA	_____	Optional: File # 501 - Annual Report to Dept. of State; Give client bill; Set Reminder 20. (See Procedure 26)
---	----	-------	--

3	LA	_____	Put copy of Annual Report in Documents Book & office file.
---	----	-------	--

4	LA	_____	Update # 108 - Corporation Directory and # 109 - Corporation Status Sheet; Update Table of Contents in Documents Book. (See Procedure 9)
---	----	-------	---

5	LA	_____	Set Reminder 18 for next Annual Report.
---	----	-------	---

FACT SHEETS

- I Incorporation
- II Organizational Meeting
- III Annual Meeting

FACT SHEET I - INCORPORATION

Interview Date: _____

CODENAMES - (initials or other abbreviations of names of persons involved) These Codenames and addresses are entered here so that they may be used in completing the remainder of this form instead of writing out the entire names.

NOTE: Circle address to use for correspondence.

Codename: _____

Full Name: _____

Address: _____

Phone: _____

Email: _____

Codename: _____

Full Name: _____

Address: _____

Phone: _____

Email: _____

Codename: _____

Full Name: _____

Address: _____

Phone: _____

Email: _____

Codename: _____

Full Name: _____

Address: _____

Phone: _____

Email: _____

Codename: _____

Full Name: _____

Address: _____

Phone: _____

Email: _____

INFORMATION FOR DOCUMENT FORM # 101 - ARTICLES OF INCORPORATION

Name of Corporation:

First Choice: _____

Second Choice: _____

Third Choice: _____

Specific Purpose Clause: _____

Number of Authorized Shares: _____

Par Value per Share: \$ _____

Registered Office: _____

Registered Agent: _____

Number of Initial Directors: _____

Directors names and addresses (need one):

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____

Incorporators names and addresses (need one):

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____

OPTIONAL ARTICLES:

_____ Indemnification of Officers & Directors mandatory.

_____ Preemptive rights to Shareholders.

_____ Stock transfer restricted; shares to be issued to:

Shareholder	Number of Shares
-------------	------------------

- A.
- B.
- C.
- D.
- E.
- F.

_____ Each initial Director has right to be Director as long as he or she owns stock.

_____ Directors adopt initial Bylaws, but Bylaw amendments must be approved by Shareholders.

_____ Corporation's existence to commence on date Articles signed, per F.S. § 607.0203. Articles must be filed by Florida Division of Corporations within five (5) business days. (See Procedure 7)

_____ Check here if other Articles have been drafted & attached.

INFORMATION FOR DOCUMENT FORM # 102 - IRS FORM SS-4 APPLICATION FOR EMPLOYER ID NUMBER

Address for IRS Forms: _____

County: _____

Nature of Business: _____

INFORMATION FOR DOCUMENT FORM # 103 - CORPORATION KIT ORDER LETTER

Name of Corporation Kit Supplier: _____
Address of Kit Supplier: _____
Type of Kit: _____
Total Price of Kit: _____

OTHER STANDARD DOCUMENTS TO BE TYPED: (Strike through any documents not desired)

- | <u>Doc #</u> | <u>Document Name</u> |
|--------------|---|
| 104 | Engagement Letter to Client |
| 105 | Letter to Secretary of State to File Articles |
| 106 | Letter to IRS to File SS-4 |
| 107 | Letter to Client with Copy of Filed Articles |
| 108 | Corporation Directory |
| 109 | Corporation Status sheet |

OPTIONAL DOCUMENTS TO BE TYPED: (Place a check next to those desired)

- | <u>Doc #</u> | <u>Document Name</u> |
|--------------|---|
| 150 | _____ Application to Reserve Corporate Name with Secretary of State |
| 151 | _____ Letter Thanking Referral |
| 152 | _____ Agreement To Form Corporation (Preincorporation Agreement) |
| | <u>Subscribers</u> _____ <u>Number of Shares</u> |
| | A. |
| | B. |
| | C. |
| | D. |
| | E. |
| | F. |
| | Subscription Price: \$ _____ per share. |
| | Loan Clause: Attach on separate sheet. |
| | Contributions Clause: Attach on separate sheet. |

ADMINISTRATIVE FACTS:

CPA Name: _____
CPA Address: _____
CPA Phone: _____
CPA Email: _____

Correspondent Name (addressee of letters): _____

Correspondent Address: _____

Persons to Receive Copies of Letters and Documents: _____

Minimum Fee: \$ _____

Total Maximum Fee Plus Costs: \$ _____

Fee Retainer: \$ _____

Cost Deposit: \$ _____

Person Who Referred Client: _____

Address of Person Who Referred Client: _____

Legal Assistant: _____

Attorney: _____

FACT SHEET II - ORGANIZATIONAL MEETING

Name of Corporation: _____

NOTE: Use Codenames in place of full names to complete this form.

Date of Organizational Meeting: _____

Time of Organizational Meeting: _____

Place of Organizational Meeting: _____

Persons present at meeting:

Directors at Organizational Meeting: _____

Attorneys at Organizational Meeting: _____

Others at Organizational Meeting: _____

Chairman of Organizational Meeting: _____

Secretary of Organizational Meeting: _____

Date Incorporated: _____

Election of Officers:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Other Officers:

Name	Title
------	-------

A.

B.

C.

D.

Bank Accounts:

Bank Name: _____

Number of Signatures Required: _____

Persons Authorized to Sign Checks: _____

Tax Year End (check one):

_____ Month and day: _____

_____ "Left open for later decision"

Consideration for stock is (check one):

_____ Standard clause - Cash:

Subscription Price: \$_____ per share

Stock to be issued as follows:

<u>Number of Shares</u>	<u>Shareholder</u>
-------------------------	--------------------

A.

B.

C.

D.

E.

F.

_____ Alternate clause - Transfer of Business:

Name of Business Transferred: _____

Address of Business Transferred: _____

Nature of Business Transferred: _____

Interest on Notes for Stock: _____ % per annum

Interest Payable on Notes for Stock (check one):

_____ monthly; _____ quarterly; _____ annually; _____ at principal maturity;

_____ other: _____

Principal Due on Notes for Stock: _____

Date Transfer Effective: _____

Stock and promissory notes to be issued as follows:

<u>Number of Shares</u>	<u>Note Principal Amount</u>	<u>Shareholder</u>
-------------------------	------------------------------	--------------------

A.

B.

C.

D.

E.

F.

OPTIONAL PARAGRAPHS FOR MINUTES: (Place a check next to those desired)

Par. # Paragraph title:

601 _____ Assignment by Incorporators of any rights they have as Incorporators to receive stock.

602 _____ Loans to Corporation by Shareholders, Directors, etc.:

Interest on Loans: _____ % per annum

Interest Payable on Loans (check one):

_____ monthly; _____ quarterly; _____ annually; _____ at principal maturity;

_____ other: _____

Principal Due on Loans: _____

<u>Name of Lender</u>	<u>Principal Amount</u>
-----------------------	-------------------------

- A.
- B.
- C.
- D.
- E.
- F.

- 603 Corporate borrowing without separate board approval:
 Total Loan Limit of Officers: \$ _____
 Officers Authorized to Borrow: _____
- 604 S corporation election considered (choose one):
 604.1 No, do not elect to be S corporation.
 604.2 Yes, elect to be S corporation.
- 605 Business - Nature of Business: _____
 Date Business Operations to Commence: _____
- 606 Licenses to be considered (check those applicable): _____ municipal; _____
 county; _____ Florida sales tax; _____ professional regulation; _____ business regulation;
 _____ other: _____
- 607 Signs, stationery, etc., to be obtained by Officers.
- 608 Insurance to be considered (check those applicable): _____ workers comp; _____
 general liability; _____ vehicle; _____ property and casualty; _____ valuable documents; _____
 employer; _____ directors and officers; _____ personal injury; _____ advertising; _____
 malpractice; _____ umbrella; _____ office overhead; _____ key man life; _____ group life;
 _____ group medical; _____ group disability; _____ other: _____
 General Insurance Agent: _____
 Life Insurance Agent: _____
- 609 Fictitious Name: _____
 Address of Fictitious Name: _____
 County of Fictitious Name: _____
 Newspaper for Fictitious Name: _____
 Address of Newspaper for Fictitious Name: _____
- 610 Trademarks (check those applicable):
 610.1 Show common law claim to Corporation's trademarks by placing
 "TM" next to marks wherever they appear in ads, etc.
 610.2 Apply for federal registration of Corporation's trademarks.
 610.3 Apply for Florida registration of Corporation's trademarks.
- 611 Copyrights (check those applicable):
 611.1 Place copyright notice on Corporation's copyrightable works.
 611.2 Register Corporation's copyrights with U.S. Copyright Office.
- 612 Lease of Realty:
 Lessor of Realty: _____
 Address of Realty Lessor: _____
 Address of Leased Realty: _____
 County of Leased Realty: _____

- Term of Realty Lease: _____ months _____ years
 Date Realty Lease Starts: _____
 Monthly Rent for Realty: _____
 Date First Rent for Realty Due: _____
 Authorized Use for Leased Realty: _____
 613 _____ Assignment of Lease of Realty:
 Lessee of Realty Presently Leased: _____
 Lessor of Realty Presently Leased: _____
 Date of Present Realty Lease: _____
 Address of Realty Presently Leased: _____
 Present Lessee if released from lease (check one):
 _____ No, not released. (Standard clause)
 _____ Yes, is released. (Alternate clause)
- 614 _____ Lease of Personalty:
 Lessor of Personalty: _____
- 615 _____ Purchase of Personalty at discretion of Officers.
- 616 _____ Lease of Motor Vehicles:
 Lessor Motor Vehicles: _____
- 617 _____ Purchase of Motor Vehicles at discretion of Officers.
- 618 _____ Legal Forms to be prepared or reviewed by legal counsel: _____
- 619 _____ Stock Purchase Agreement:
 Interest on Stock Purchase: _____ % per annum
 Number of Installments: _____
 First Installment Due: _____ days after closing on purchase
- 620 _____ Insurance to be purchased on these lives to fund Stock Purchase Agreement
 (Shareholders for Life Insurance): _____
- 621 _____ Employment Agreements

<u>Employee</u>	<u>Job</u>	<u>Term</u>	<u>Start Date</u>	<u>Base Salary</u>	<u>Salary Period</u>
A.					
B.					
C.					
D.					
E.					
F.					
- 622 _____ Compensation of employees without Employment Agreements:

<u>Employee</u>	<u>Compensation</u>
A.	
B.	
C.	
D.	
E.	
F.	

- 623 _____ Bonus compensation determined at discretion of Officers, but Board of Directors may still set or review bonuses.
- 624 _____ (Reserved)
- 625 _____ Employees to be hired at discretion of Officers.
- 626 _____ Employee benefit plan feasibility to be studied by Officers.

_____ Check here if other resolutions for Minutes have been prepared and attached.

STANDARD DOCUMENTS TO BE TYPED: (Strike through any documents not desired)

Doc # Document Name

- 200 Authentication of Minute Book
- 201 Table of Contents of Minute Book
- 202 Minutes of Organizational Meeting of Directors
- 203 Authentication of Documents Book
- 204 Table of Contents of Documents Book
- 205 Authentication of Bylaws
- 206 Bylaws
- 207 Acknowledgment by Corporate Officers
- 208 List of Current Officers and Directors
- 209 Bank Account Resolution and Signature Cards
- 210 IRS Employer Tax Identification Number
- 211 Promoters' Stock Subscription Agreement
- 212 Stock Register
- 213 Shareholders' Ledger
- 214 Specimen Form of Stock Certificate
- 215 Letter to Client After Incorporation
- 216 Letter to Client re Transfer of Business
- 217 Bill for Incorporation
- 218 Employee's Request for Reimbursement from Corporation

OPTIONAL DOCUMENTS TO BE TYPED: (Place a check next to those desired)

Doc # Document Name

- 250 _____ Assignment and Bill of Sale to Corporation
- 251 _____ Unsecured Promissory Note from Corporation (for transfer of business)
- 252 _____ Assignment of Stock Rights by Incorporators
- 253 _____ Promissory Note from Corporation (for loan)
- 254 _____ IRS Form 2553-Election by Small Business Corporation (S corporation)
- 255 _____ Letter to IRS with S corporation election
- 256 _____ Notice of Fictitious Name
- 257 _____ Letter to Newspaper to Publish Fictitious Name Notice

- 258 _____ Application for Registration of Fictitious Name
- 259 _____ Letter to Florida Division of Corporations to File Application for Registration of Fictitious Name
- 260 _____ Lease Agreement for Realty
- 261 _____ Assignment of Lease (Realty)
- 262 _____ Lease Agreement for Personalty
- 263 _____ Lease Agreement for Motor Vehicles
- 264 _____ Stock Purchase Agreement
- 265 _____ Employment Agreement

FACT SHEET III - MAINTENANCE - ANNUAL MEETING

Name of Corporation: _____

NOTE: Use Codenames in place of full names to complete this form.

Date of Annual Meeting of Shareholders: _____

Time of Annual Meeting of Shareholders: _____

Place of Annual Meeting of Shareholders: _____

Persons present at Shareholders meeting:

Shareholders at Annual Meeting: _____

Attorneys at Annual Meeting of Shareholders: _____

Others at Annual Meeting of Shareholders: _____

Chairman of Annual Meeting of Shareholders: _____

Secretary of Annual Meeting of Shareholders: _____

Election of Directors:

Director

A.

B.

C.

D.

E.

F.

Was Annual Meeting of Directors held immediately after Shareholders' meeting?

_____ Yes, go to "Persons present" below.

_____ No, complete the following:

Date of Annual Meeting of Directors: _____

Time of Annual Meeting of Directors: _____

Place of Annual Meeting of Directors: _____

Persons present at Directors meeting:

Directors at Annual Meeting: _____

Attorneys at Annual Meeting of Directors: _____

Others at Annual Meeting of Directors: _____

Chairman of Annual Meeting of Directors: _____

Secretary of Annual Meeting of Directors: _____

Election of Officers:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Other Officers _____ Other Officers' Titles

- A.
- B.
- C.
- D.
- E.
- F.

OPTIONAL PARAGRAPHS FOR MINUTES: (Place a check next to those desired)

Par. # Paragraph title:

- 650 _____ Change name of Corporation to (New Name of Corporation):

- 651 _____ Amend Articles of Incorporation. Attach amendment on separate sheet.
- 652 _____ Amend Bylaws. Attach amendment on separate sheet.
- 653 _____ Bank account authorized signatures were changed. Attach copy of new bank account signature cards and bank~ corporate resolution form.
- 654 _____ New bank account opened:
Bank Name: _____
Number of Signatures Required: _____
Persons Authorized To Sign Checks: _____
(Attach copy of new bank's signature cards and corporate resolution form to place in Documents Book)
- 655 _____ Account opened with investment broker:
Broker Name: _____
- 656 _____ Change of Registered Agent and Office:
Registered Agent: _____
Registered Office: _____
- 657 _____ Corporation borrowed money from Shareholders (Prepare # 253-Promissory Notes from Corporation)
Interest on Loans: _____ % per annum
Interest Payable on Loans (check one):
_____ monthly; _____ quarterly; _____ annually; _____ at principal maturity;
_____ other: _____
Principal Due on Loans: _____
- | <u>Name of Lender</u> | <u>Principal Amount</u> |
|-----------------------|-------------------------|
| A. | |
| B. | |
| C. | |
| D. | |
| E. | |
| F. | |
- 603 _____ Corporate borrowing without separate Board approval:

- Total Loan Limit of Officers: \$ _____
 Officers Authorized to Borrow: _____
- 604.2 _____ S corporation status elected.
- 609 _____ Corporation began using fictitious name:
 Fictitious Name: _____
- 612 _____ Corporation leased real estate from Shareholder or Director:
 Lessor of Realty: _____
 Address of Realty Lessor: _____
 Address of Leased Realty: _____
 County of Leased Realty: _____
 Term of Realty Leased: _____ months _____ years
 Date Realty Lease Starts: _____
 Monthly Rent for Realty: _____
 Date First Rent for Realty Due: _____
 Authorized Use for Leased Realty: _____
- 613 _____ Corporation leased motor vehicles from Shareholder or Director.
 Lessor of Motor Vehicles: _____
- 617 _____ Corporation may purchase motor vehicles.
- 614 _____ Corporation leased other personalty (equipment, etc.) from Shareholders or
 Directors:
 Lessor of Personalty: _____
- 619 _____ Stock Purchase Agreement:
 Interest on Stock Purchase: _____ % per annum
 Number of Installments: _____
 First Installment Due: _____ days after closing on purchase
- 620 _____ Insurance to be purchased on these lives to fund Stock Purchase Agreement
 Shareholders for Life Insurance: _____
- 621 _____ Employment agreements entered into:

Employee	Job	Term	Start Date	Base Salary	Salary Period
A.					
B.					
C.					
D.					
E.					
F.					
- 622 _____ Compensation of employees without Employment Agreements:

Employee	Compensation
A.	
B.	
C.	
D.	
E.	
F.	

623 _____ Bonus Compensation determined at discretion of Officers, but Board of Directors may still set or review bonuses.

624 _____ (Reserved)

625. _____ Employees to be hired at discretion of Officers.

657 _____ Base salary of Employee(s) changed:

Date Salary Change Effective: _____

Employee _____ New Base Salary

A.

B.

C.

D.

E.

F.

658 _____ Bonus to Employee(s) paid:

Employee _____ Bonus

A.

B.

C.

D.

E.

F.

626 _____ Employee benefit plan feasibility to be studied by Officers.

659 _____ Employee benefit plan adopted.

660 _____ [Reserved]

661 _____ Engaged Employee Benefit Plan Consultant: _____

662 _____ [Reserved]

663 _____ [Reserved]

664 _____ Dividend declared: \$ _____ per share

665 _____ Loans to Officers to be evidenced by # 709 - Promissory Notes to Corporation:

Interest on Officers' Loans: _____ % per annum

Interest Payable on Officers' Loans (check one): _____ monthly; _____ quarterly;

_____ annually; _____ at principal maturity; _____ other: _____

Principal Due on Officers' Loans: _____

Borrower _____ Principal Amount

A.

B.

C.

D.

_____ Check here if other resolutions for Minutes have been prepared & attached.

STANDARD DOCUMENTS TO BE TYPED: (Strike through any documents not desired)

Doc # Document Name

- 300 Letter to Client re Annual Meeting
- 301 Minutes of Annual Meeting of Shareholders
- 302 Minutes of Annual Meeting of Directors
- 303 Letter to Client with Annual Meeting Minutes
- 304 Bill for Annual Meeting and Minutes

OPTIONAL DOCUMENTS TO BE TYPED: (Place a check next to those desired)

Doc # Document Name

- 253 Promissory Note from Corporation (for loan)
- 254 IRS Form 2553 Election by Small Business Corporation (S corporation)
- 255 Letter to IRS with S corporation election
- 256 Notice of Fictitious Name
- 257 Letter to Newspaper to Publish Fictitious Name Notice
- 258 Application for Registration of Fictitious Name
- 259 Letter to Florida Division of Corporations to File Application for Registration of Fictitious Name
- 260 Lease Agreement for Realty
- 261 Assignment of Lease (Realty)
- 262 Lease Agreement for Personalty
- 263 Lease Agreement for Motor Vehicles
- 264 Stock Purchase Agreement
- 265 Employment Agreement
- 700 Notice of Annual Meetings
- 702 Proxy
- 703 Articles of Amendment to Articles of Incorporation
- 704 List of Who to Notify After Corporate Name Changed
- 705 Amendment to Bylaws
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- 708 Statement of Change of Registered Office or Agent
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DOCUMENT FORMS

PART I INCORPORATION

1. Standard Documents

Document Form # 101 — Articles of Incorporation

ARTICLES OF INCORPORATION OF (Name of Corporation)

The undersigned incorporators, for the purpose of forming a corporation under the Florida Business Corporation Act, Florida Statutes Chapter 607, as amended from time to time (the “Act”), do hereby make and adopt the following Articles of Incorporation:

1. **Name.** The name of the Corporation is: (Name of Corporation).
2. **Principal Place of Business and Mailing Address.** The street address of the initial principal office of the Corporation is _____, and the mailing address of the Corporation is _____.
3. **Initial Registered Office and Initial Registered Agent.** The street address of the initial Registered Office of the Corporation is (Registered Office), and the name of its initial Registered Agent at that address is (Registered Agent).
4. **Shares.** The Corporation is authorized to issue one class of shares, which shall be called common shares. Common shares shall have unlimited voting rights and shall be entitled to receive the net assets of the Corporation upon dissolution. The Corporation is authorized to issue (Number of Authorized Shares) common shares having a par value of \$(Par Value) per share.
5. **Duration.** The duration of the Corporation is perpetual.
6. **Purpose.** The Corporation is organized for any lawful purpose.
7. **Board of Directors.** The number of Directors constituting the initial Board of Directors is (Number of Initial Directors). The number of Directors may be increased or decreased from time to time in accordance with the Bylaws but shall never be less than one (1). Each Director shall be elected by majority vote of the Shareholders in the manner and at the times set forth in the Bylaws. A Director may be removed from office in accordance with the Act and the Bylaws. The names and addresses of the initial Directors are as follows:
(Director A), (Director A's Address)
(Director B), (Director B's Address)

(Director C), (Director C's Address)
(Director D), (Director D's Address)
(Director E), (Director E's Address)
(Director F), (Director F's Address)

8. **Officers.** The Officers of the Corporation shall consist of a President, a Secretary, and a Treasurer, and such other Officers and Assistant Officers, including but not limited to one or more Vice Presidents, as may be provided for in the Bylaws or by resolution of the Board of Directors. Each Officer shall be elected by majority vote of the Board of Directors at such time and in such manner as may be prescribed by the Bylaws or by law. The names, titles and addresses of the initial Officers are as follows:

President: (President), (President's Address)
Vice President: (Vice President), (Vice President's Address)
Secretary: (Secretary), (Secretary's Address)
Treasurer: (Treasurer), (Treasurer's Address)
(Other Officer A's Title): (Other Officer A), (Other Officer A's Address)
(Other Officer B's Title): (Other Officer B), (Other Officer B's Address)
(Other Officer C's Title): (Other Officer C), (Other Officer C's Address)
(Other Officer D's Title): (Other Officer D), (Other Officer D's Address)

9. **Incorporators.** The name and street address of each Incorporator is as follows

(Incorporator A), (Incorporator A's Address)
(Incorporator B), (Incorporator B's Address)
(Incorporator C), (Incorporator C's Address)
(Incorporator D), (Incorporator D's Address)
(Incorporator E), (Incorporator E's Address)
(Incorporator F), (Incorporator F's Address)

10. **Bylaws.** The Bylaws of the Corporation shall be made and adopted by the Board of Directors, and may be altered, amended or rescinded by the Board of Directors in the manner set forth in the Bylaws.

11. **Amendment.** These Articles of Incorporation may be amended by the Board of Directors at a meeting of the Board of Directors by a majority vote of all of the Directors then in office. Articles of amendment shall be filed with the Florida Department of State in accordance with the Act.

***INSERT OPTIONAL ARTICLES HERE:**

IN WITNESS WHEREOF, the undersigned Incorporators have signed these Articles of Incorporation on the _____ day of _____, 20____.

(Incorporator A)

(Incorporator B)

(Incorporator C)

(Incorporator D)

(Incorporator E)

(Incorporator F)

**CERTIFICATE OF DESIGNATION AND
ACCEPTANCE BY REGISTERED AGENT**

Pursuant to the provisions of Florida Statutes Section 607.0501, the undersigned Corporation organized under the business corporation laws of the State of Florida submits the following statement in designating the registered office and registered agent of the Corporation in the State of Florida:

The name of the corporation is: (Name of Corporation).

The name and address of the initial registered agent and initial registered office are: (Registered Agent), (Registered Office).

I, the undersigned person, having been named as registered agent and to accept service of process for the above-stated corporation at the place designated in this certificate, 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.

DATED this ____ day of _____, 20____.

(Registered Agent),
Registered Agent

***OPTIONAL ARTICLES FOR ARTICLES OF INCORPORATION:**

***OPTION 1:**

Indemnification. The Corporation shall indemnify each Director and Officer, including former Directors and Officers, to the fullest extent allowed by law.

***OPTION 2:**

Purpose. The Corporation is organized for the following purposes:

- A. To engage in and transact any lawful business for which corporations may be incorporated under Florida law. No other purpose limits this general purpose in any way.
- B. To do such other things as are incidental to the purposes of the Corporation or necessary or desirable in order to accomplish them.
- C. (Specific Purpose Clause).

*OPTION 3:

Preemptive Rights. The corporation elects to have preemptive rights.

*OPTION 4:

Stock Transfer Restrictions. Shares of capital stock of the Corporation shall be issued to the following persons in the following amounts upon payment of the consideration determined by the Board of Directors:

<u>Shareholder</u>	<u>Number of Shares</u>
(Shareholder A)	(Shareholder A's Shares)
(Shareholder B)	(Shareholder B's Shares)
(Shareholder C)	(Shareholder C's Shares)
(Shareholder D)	(Shareholder D's Shares)
(Shareholder E)	(Shareholder E's Shares)
(Shareholder F)	(Shareholder F's Shares)

Shares held by each Shareholder may not be sold or otherwise transferred to other persons unless first offered to this Corporation or to the remaining Shareholders in proportion to their shares. The price, terms and other provisions regarding this restriction may be specified by written agreement among the Shareholders, which agreement may expand this article and which may also include the Corporation as a party.

*OPTION 5:

Rights of Initial Directors. Each of the initial Directors shall have the right to be a Director of the Corporation as long as that respective Director is a Shareholder of the Corporation. By acquiring stock in this Corporation, each Shareholder agrees to abide by this right and to elect each of the initial Directors named in these Articles of Incorporation to the position of Director as long as that Director is a Shareholder of the Corporation. This Article may not be amended in any way without the written consent of each of the initial Directors who is a Shareholder of the Corporation at the time of the amendment.

*OPTION 6:

Bylaws. The Bylaws of the Corporation shall be made and adopted by the Board of Directors, and may be altered, amended or rescinded by the Board of Directors in the manner set forth in the Bylaws, but all alterations, amendments and rescissions of the Bylaws must be approved by majority vote of the Shareholders.

*OPTION 7:

Commencement of Corporate Existence. The date when corporate existence shall commence is the date of signing of these Articles of Incorporation, and these Articles of Incorporation shall be filed within five business days thereafter.

Document Form # 102 — IRS Form SS-4 Application for Employer Identification Number

This number can be applied for online at the Internal Revenue website here: <https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>

This form can be downloaded from the Internal Revenue website here: <https://www.irs.gov/pub/irs-pdf/fss4.pdf>

Instructions can be downloaded from the Internal Revenue website here: <https://www.irs.gov/pub/irs-pdf/iss4.pdf>

Information regarding this form is on the IRS website here: <https://www.irs.gov/forms-pubs/about-form-ss-4>

Document Form # 103 — Corporation Kit Order Letter

[Law firm letterhead]

Date: _____

(Name of Corporation Kit Supplier)

(Address of Kit Supplier)

RE: Name of Corporation: (Name of Corporation)
 State of Incorporation: Florida
 Year of Incorporation: (Date Incorporated)
 Number of Shares Authorized: (Number of Authorized Shares)
 Par Value per Share: (Par Value)

To Whom It May Concern:

Please send us one type (Type of Kit) corporate kit for the above corporation. The kit shall consist of the following items: pocket seal, printed stock certificates, minute book and container box.

Please process this order at your earliest opportunity. We have enclosed our check for \$(Total Price for Kit) payable to you.

If you have any questions, please call us.

Very truly yours,

(Legal Assistant), Legal Assistant

Document Form # 104 — Engagement Letter to Client

[Law firm letterhead]

Date: _____

(Correspondent Name)
(Correspondent Address)

Re: Incorporation of (Name of Corporation)

Dear (Correspondent Name):

Thank you for selecting this law firm to form your corporation. The Articles of Incorporation have been prepared for your review and signature. After they are signed, we will file the Articles with the Secretary of State and order a corporate minute book, stock certificates and seal. We will notify you when the Articles are filed so that you can open a corporate bank account and set an appointment to hold the Organizational Meeting.

This letter confirms our understanding that you will reimburse costs advanced by this firm during incorporation, including filing fees, corporation book, stock certificates, seal, photocopies, postage, and other such costs. In addition, you will pay our fees for attorney and staff services which we estimate will be a minimum of \$(Minimum Fee). We estimate that the total fees and costs of incorporation through and including the Organizational Meeting will not exceed \$(Total Maximum Fee Plus Costs).

The policy of this firm is to accept a fee retainer and cost deposit at the commencement of work. We understand that you are paying a fee retainer of \$(Fee Retainer) and a cost deposit of \$(Cost Deposit) at this time, to be applied against your next bill. This letter also confirms the policy of this firm that all bills are due upon presentation. However, if you ever need additional time to pay a bill, please contact us when you receive it.

I appreciate your trust and confidence in choosing this firm.

Very truly yours,

(Attorney)

cc: (Persons to Receive Copies)

Document Form # 105 — Letter to Secretary of State to File Articles

[Law firm letterhead]

Date: _____

Mailing Address:

New Filing Section

Department of State

Division of Corporations

P.O. Box 6327

Tallahassee, FL 32314

Phone (850) 245-6052

Street Address:

New Filing Section

Department of State

Division of Corporations

The Centre of Tallahassee

2415 N. Monroe Street, Suite 810

Tallahassee, FL 32303

Phone (850) 245-6052

RE: (Name of Corporation)

To Whom It May Concern:

Enclosed is the signed original of the Articles of Incorporation of the above corporation. We have also enclosed a check payable to Florida Department of State in the amount of \$_____ for the filing and certified copy fees.

Please process this at your earliest opportunity and return the certified copy of the Articles of Incorporation to this office.

Thank you for your assistance. If you have any questions, please do not hesitate to call us.

Very truly yours,

(Legal Assistant), Legal Assistant

Enclosures

Document Form # 106 — Letter to IRS to File SS-4

[Law firm letterhead]

Date: _____

Internal Revenue Service
Attn: EIN Operation
Cincinnati, OH 45999

Fax: 855-641-6935

RE: (Name of Corporation)

To Whom It May Concern:

Enclosed is Form SS-4 Application for Employer Identification Number for the above corporation.

Please process this at your earliest opportunity.

Very truly yours,

(Legal Assistant), Legal Assistant

Enclosure

Document Form # 107 — Letter to Client with Copy of Filed Articles

[Law firm letterhead]

Date: _____

(Correspondent Name)
(Correspondent Address)

RE: (Name of Corporation)

Dear (Correspondent Name):

Enclosed is a copy of the Certificate and Articles of Incorporation for the above corporation. The Articles have been filed with the Secretary of State, and the corporation is now in existence.

In order to legally maintain the corporation, you must file an Annual Report with the Secretary of State every January. That office usually sends you a reminder to file the form, but even if it does not, you are still responsible for filing it. If you do not file the Annual Report, the State may involuntarily dissolve the corporation.

The Application for Employer Identification Number has been filed with the Internal Revenue Service. IRS will send the number to the corporation's address listed on the Application. Please send us the number so that we can place it in the corporate Documents Book. You should also furnish the number to your accountant.

Please open a checking account for the corporation at this time. You may use any bank you choose. You should take the enclosed Articles of Incorporation with you for the bank to copy for their records. Please obtain a copy of the bank's resolution form and signature cards so that we can put them in the corporate Documents Book.

Finally, please call us now for an appointment to hold the Organizational Meeting of the corporation. I look forward to seeing you then.

Very truly yours,

(Attorney)

cc: (Persons to Receive Copies)
Enclosures

Document Form # 108 — Corporation Directory

CORPORATION DIRECTORY

Last Updated: _____

Name of Corporation: _____

Address: _____

Phone: _____

SHAREHOLDERS, DIRECTORS, OFFICERS, REGISTERED AGENT:

Codename Full Name Address & Phone Offices Held No.Shares

CPA Name: _____

CPA Address: _____

CPA Phone: _____

CPA to receive copies of all documents? _____ yes; _____ no

CPA to attend meetings? _____ yes; _____ not

Correspondent Name (addressee of letters): _____

Correspondent Address: _____

Correspondent Phone: _____

Persons to Receive Copies of letters and documents: _____

Person Who Referred Client: _____

General Insurance Agent: _____

Life Insurance Agent: _____

Document Form # 109 — Corporation Status Sheet

CORPORATION STATUS SHEET

Last Updated: _____

Name of Corporation: _____

Date Incorporated: _____

Florida Document Number: _____

IRS Tax ID No.: _____

S Corp. Status Elected? _____ yes; _____ no

Number of Authorized Shares: _____

Par Value per share: \$ _____

Tax Year End: month _____ day _____

Bank Name: _____

Fictitious Name: _____

Articles give Directors right to be elected as long as own stock? _____ yes; _____ no

Unpaid notes to Shareholder for transfer of business? _____ yes; _____ no

Unpaid loans to Corporation by Shareholders? _____ yes; _____ no

Unpaid loans to Officers by Corporation? _____ yes; _____ no

Lease of Realty? _____ yes; _____ no
Renewal date: _____

Lease of Personalty? _____ yes; _____ no
Renewal date: _____

Lease of Motor Vehicle? _____ yes; _____ no
Renewal date: _____

Stock Purchase Agreement? _____ yes; _____ no
Funded with insurance? _____ yes; _____ no

Employee Benefit Plan adopted? _____ yes; _____ no

Employment Agreements with:

<u>Employee</u>	<u>Base Salary</u>	<u>Renewal Date</u>
-----------------	--------------------	---------------------

A.

B.

C.

D.

Compensation Set by Minutes Without Employment Agreement:

<u>Employee</u>	<u>Base Compensation</u>
-----------------	--------------------------

E.

F.

G.

H.

Quarterly Corporation Action Reports received for these quarters: _____

Annual Meetings held for these years: _____

Other Comments and Information: _____

2. Optional Documents

Document Form # 150 — Application to Reserve Corporate Name

[Law firm letterhead]

APPLICATION TO RESERVE CORPORATE NAME

Date: _____

Mailing Address:

New Filing Section

Department of State

Division of Corporations

P.O. Box 6327

Tallahassee, FL 32314

Phone (850) 245-6052

Street Address:

New Filing Section

Department of State

Division of Corporations

The Centre of Tallahassee

2415 N. Monroe Street, Suite 810

Tallahassee, FL 32303

Phone (850) 245-6052

RE: (Name of Corporation)

The undersigned hereby requests that you reserve the above corporate name for the statutory period of 120 days. A check in payment of your \$_____ fee is enclosed. Please stamp and return the enclosed copy of this letter to indicate that the name is reserved.

Very truly yours,

(Attorney)

Document Form # 151 — Letter Thanking Referral

[Law firm letterhead]

Date: _____

(Person Who Referred Client)

(Address of Person Who Referred Client)

Dear (Person Who Referred Client):

This short note is to thank you for referring (Correspondent Name) to me. They will receive my special attention.

Very truly yours,

(Attorney)

Document Form # 152 — Agreement to Form Corporation

AGREEMENT TO FORM CORPORATION

AGREEMENT made this ____ day of _____, 20____, between the following persons: (Subscriber A), (Subscriber B), (Subscriber C), (Subscriber D), (Subscriber E), and (Subscriber F).

In consideration of their mutual promises set forth herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. **Formation of Corporation.** The parties hereby agree to form a business corporation under the laws of the State of Florida. The name of the corporation, subject to availability, shall be: (Name of Corporation).

2. **Articles of Incorporation.** The Articles of Incorporation of the corporation shall be in the form of Exhibit A attached hereto and made a part hereof.

3. **Stock Subscriptions.** The parties hereby subscribe to purchase the following shares of stock in the corporation:

<u>Subscriber</u>	<u>Number of Shares</u>
(Subscriber A)	(Subscriber A's Shares)
(Subscriber B)	(Subscriber B's Shares)
(Subscriber C)	(Subscriber C's Shares)
(Subscriber D)	(Subscriber D's Shares)
(Subscriber E)	(Subscriber E's Shares)
(Subscriber F)	(Subscriber F's Shares)

The consideration to be paid by each of the parties for the shares subscribed for shall be \$ (Subscription Price) per share, which shall be paid upon demand after incorporation. Upon full payment of such consideration, certificates for the shares shall be issued as fully paid and nonassessable.

4. **Loans by Shareholders.** The parties hereby agree to loan money to the corporation as follows: (Loan Clause).

5. **Contributions by Shareholders.** The parties hereby agree to make contributions to the corporation in the form of either loans or additional contributions to capital as follows: (Contributions Clause).

6. **Employment.** The corporation shall employ the parties to this agreement. The parties shall be entitled to equal salaries, bonuses, advances, draws and other compensation. The

corporation shall reimburse the reasonable expenses advanced by a party to this agreement on behalf of the corporation's business.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(Subscriber A)

(Subscriber B)

(Subscriber C)

(Subscriber D)

(Subscriber E)

(Subscriber F)

Document Form # 201 — Table of Contents of Minute Book

TABLE OF CONTENTS OF MINUTE BOOK

Minutes of Organizational Meeting of Board of Directors (Date of Organizational Meeting)

Document Form # 202 — Minutes of Organizational Meeting

**CALL AND WAIVER OF NOTICE OF ORGANIZATIONAL
MEETING OF BOARD OF DIRECTORS OF
(Name of Corporation)**

We the undersigned, being all of the initial Directors of the above Corporation, hereby call the organizational meeting of the Board of Directors of the Corporation to be held at the following place, date and time, and hereby waive notice of the place, date, time and purposes of the meeting and consent that the meeting be held as set forth below for the purpose of transacting any business whatsoever that may be brought before the meeting, including without limitation adoption of bylaws, electing of officers and authorization of issuance of stock.

Meeting Date: (Date of Organizational Meeting)
Meeting Time: (Time of Organizational Meeting)
Meeting Place: (Place of Organizational Meeting)

(Director A) (Director B)

(Director C) (Director D)

(Director E) (Director F)

**MINUTES OF ORGANIZATIONAL
MEETING OF BOARD OF DIRECTORS OF
(Name of Corporation)**

(Date of Organizational Meeting)

(Time of Organizational Meeting)

(Place of Organizational Meeting)

The Organizational Meeting of the initial Board of Directors of the above Corporation was held on the above date at the above time and place. The following persons were present at the meeting:

Directors: (Directors at Organizational Meeting)

Attorneys: (Attorneys at Organizational Meeting)

Others present by invitation: (Others at Organizational Meeting)

Waiver of Notice. The Call and Waiver of Notice of this meeting signed by all of the Directors was presented and is filed preceding these Minutes.

Chairman and Secretary. The Board of Directors elected (Chairman of Organizational Meeting) to be Chairman and (Secretary of Organizational Meeting) to be Secretary for this meeting.

Certificate of Incorporation. The certificate of incorporation for the Corporation, issued by the Florida Secretary of State, was presented to and examined by the Directors and is filed in this Minute Book. It was noted that the Corporation's existence commenced on (Date Incorporated).

Bylaws. Bylaws for the Corporation were then proposed and discussed by the Board of Directors. After discussion and upon motion duly made and carried, Bylaws were adopted by the Board of Directors and are filed in this Minute Book.

Seal. The Directors discussed a seal for the Corporation. Upon motion duly made and carried, the corporate seal impressed on the margin of this page adjacent to these words was adopted as the corporate seal of the Corporation.

Stock Certificates. The Directors discussed stock certificates to evidence the issuance of shares of the Corporation. Upon motion duly made and carried, the Board of Directors adopted the form of stock certificate found in this minute book and marked "SPECIMEN" as the form of stock certificate to be used in issuing shares of stock in the Corporation.

Officers. The election of officers of the Corporation was then declared to be in order, and the following persons were duly elected by the Board of Directors to their respective offices:

President	(President)
Vice President	(Vice President)
Secretary	(Secretary)
Treasurer	(Treasurer)
(Other Officer A's Title)	(Other Officer A)
(Other Officer B's Title)	(Other Officer B)
(Other Officer C's Title)	(Other Officer C)
(Other Officer D's Title)	(Other Officer D)

Acknowledgment of Bylaws by Officers. The Directors discussed the advisability of having each Officer of the Corporation sign a written acknowledgment that the Officer is aware of and familiar with the Bylaws of the Corporation. Upon motion duly made and carried, the Board of Directors decided that each Officer of the Corporation should sign such a written statement to be filed in the Documents Book of the Corporation. Each Officer present at this meeting acknowledged familiarity with the Bylaws and agreed to sign the statement.

Bank Accounts. The Board of Directors discussed the necessity of setting up bank accounts in the name of the Corporation. After discussion and upon motion duly made and carried, it was resolved that the Officers of the Corporation are authorized and directed to establish corporate bank accounts with (Bank Name); that the bank's signed form of corporate resolution, a copy of which has been placed in the Documents Book, is hereby adopted and incorporated into these Minutes by reference; and that the following persons are authorized to sign checks and withdraw funds on the Corporation's accounts with the signature of (Number of Signatures Required) of them: (Persons Authorized To Sign Checks).

Tax Number. The Board of Directors discussed the necessity of applying for an employer identification number from the Internal Revenue Service. Upon motion duly made and carried, the Board of Directors authorized and directed the Officers to do so by filing IRS Form SS-4.

Taxable Year. The Board of Directors discussed selection of a year end for tax purposes of the Corporation. Upon motion duly made and carried, the Board of Directors decided that the tax year end would be (Tax Year End).

Promoters' Acts. The Board of Directors reviewed the acts of the promoters and Incorporators of the Corporation as reported by them at this meeting. After discussion and upon motion duly made and carried, the Board of Directors ratified and approved all reported actions of the promoters and Incorporators in organizing and incorporating the Corporation, including without limitation the engagement of attorneys, accountants and other consultants, and directed that the promoters and Incorporators be reimbursed by the Corporation for any expenses incurred by them for such efforts.

Registered Agent and Office. The Board of Directors reviewed the designation of Registered Agent and Registered Office of the Corporation that was made in the Articles of Incorporation.

After discussion and upon motion duly made and carried, the Board of Directors ratified and approved the designation of Registered Agent and Registered Office.

Email and Websites. Upon motion duly made and carried, the Board of Directors resolved that the Officers are authorized and directed to obtain such email addresses, websites, email hosting services, and web hosting services as are necessary or proper for the Corporation's activities.

STANDARD PARAGRAPH — Use if consideration for stock is Cash

Shares. The Chairman stated that the Corporation had received the following written offers in the form of a Promoters' Stock Subscription Agreement to purchase shares of the Corporation's common capital stock for the cash price of \$(Subscription Price) per share:

(Shareholder A)	(Shareholder A's Shares)
(Shareholder B)	(Shareholder B's Shares)
(Shareholder C)	(Shareholder C's Shares)
(Shareholder D)	(Shareholder D's Shares)
(Shareholder E)	(Shareholder E's Shares)
(Shareholder F)	(Shareholder F's Shares)

After discussion and upon motion duly made and carried, the Board of Directors accepted each of the above subscription agreements, authorized and directed the Officers of the Corporation to issue and deliver stock certificates upon receipt of payment and declared that such stock shall then be deemed fully paid and nonassessable.

ALTERNATE PARAGRAPH — Use if consideration for stock is Business

Transfer of Business for Stock and Notes. The Chairman stated that the owners of an unincorporated business, which is known as "(Name of Business Transferred)", is located at (Address of Business Transferred) and the nature of which is (Nature of Business Transferred), were offering to transfer and assign certain assets of the business to the Corporation if the Corporation issues to the owners of the business common stock and promissory notes as follows:

(Shareholder A)	(Shareholder A's Shares)	\$(Shareholder A's Note)
(Shareholder B)	(Shareholder B's Shares)	\$(Shareholder B's Note)
(Shareholder C)	(Shareholder C's Shares)	\$(Shareholder C's Note)
(Shareholder D)	(Shareholder D's Shares)	\$(Shareholder D's Note)
(Shareholder E)	(Shareholder E's Shares)	\$(Shareholder E's Note)
(Shareholder F)	(Shareholder F's Shares)	\$(Shareholder F's Note)

Each promissory note is to bear interest at the rate of (Interest on Notes for Stock) per cent per annum, such interest being payable (Interest Payable on Notes for Stock). The principal of each promissory note is to be due in full on (Principal Due on Notes for Stock). The effective date of

the transfer of assets is to be (Date Transfer Effective). Each of the business owners agreed to execute a written Promoters' Stock Subscription Agreement. After discussion and upon motion duly made and carried, it was resolved that the Board of Directors hereby determines that the value of the assets to be transferred in accordance with the foregoing offer is sufficient consideration for issuance of the stock and notes, accepts the foregoing offer on behalf of the Corporation, authorizes and directs the Officers of the Corporation to issue shares of stock and promissory notes in accordance with the foregoing offer upon receipt of the assets to be transferred to the Corporation and authorizes and directs the Officers to take any other action and execute any other documents necessary or advisable to carry out the foregoing on behalf of the Corporation.

END OF ALTERNATE PARAGRAPH

***INSERT OPTIONAL RESOLUTION PARAGRAPHS HERE:**

There being no further business to come before the Organizational Meeting, the meeting was adjourned upon motion duly made and carried.

(Chairman of Organizational Meeting),
Chairman

(Secretary of Organizational Meeting),
Secretary (Corporate Seal)

**RATIFICATION OF ORGANIZATIONAL
MEETING OF BOARD OF DIRECTORS OF
(Name of Corporation)**

We the undersigned, being all of the initial Directors of the above Corporation, hereby ratify, approve and confirm all that has occurred at the Organizational Meeting of the Board of Directors, the foregoing minutes of which we have read. In signification of such ratification, approval and confirmation, we hereby sign our names.

Date: _____

--	--

(Director A)

(Director B)

--	--

(Director C)

(Director D)

--	--

(Director E)

(Director F)

Document Form # 203 — Authentication of Documents Book

**AUTHENTICATION OF DOCUMENTS BOOK
OF
(Name of Corporation)**

The Board of Directors of the above Corporation, a corporation duly organized and existing under the laws of the State of Florida, hereby adopts and identifies this book with the records contained herein as the original Documents Book of this Corporation and as an integral part of its Minute Book. This Documents Book is specifically incorporated by reference into the Minute Book of the Corporation.

Date: _____

Signatures of All Directors:

(Director A) (Director B)

(Director C) (Director D)

(Director E) (Director F)

Document Form # 204 — Table of Contents of Documents Book

**TABLE OF CONTENTS OF DOCUMENTS BOOK
OF
(Name of Corporation)**

Authentication of Bylaws
Bylaws
Acknowledgment by Corporate Officers
List of Current Officers and Directors
Bank Account Resolution and Signature Cards
IRS Employer Identification Number
Promoters' Stock Subscription Agreement
Stock Register
Shareholders Ledgers
Specimen Form of Stock Certificate

Document Form # 205 — Authentication of Bylaws

**AUTHENTICATION OF BYLAWS
OF
(Name of Corporation)**

The undersigned hereby acknowledge that the attached Bylaws were adopted by the Board of Directors of the above Corporation on this date.

Date: _____

(Director A)

(Director B)

(Director C)

(Director D)

(Director E)

(Director F)

Document Form # 206 — Bylaws

BYLAWS OF (Name of Corporation)

1. **Authority.** These Bylaws constitute provisions for regulation and management of the affairs of the Corporation and are adopted pursuant to and are subject to the provisions of the Articles of Incorporation, as amended from time to time, and of the Florida Business Corporation Act, Florida Statutes Chapter 607, as amended from time to time (the “Act”). In case of any conflict between them, the Act shall control over the Articles and Bylaws, and the Articles shall control over the Bylaws.

2. **Offices.**
 - A. **Principal Office.** The principal office of the Corporation will be located in Florida.
 - B. **Registered Office.** The registered office of the Corporation in the State of Florida is set forth in the Articles of Incorporation. Such registered office will be continuously maintained in the State of Florida for the duration of this Corporation, except that the Board of Directors may from time to time change the address of the registered office by duly adopted resolution and filing the appropriate statement with the Florida Division of Corporations.

3. **Shareholders.**
 - A. **Meetings.** There shall be an annual meeting of Shareholders at least once a year per Section 607.0701 of the Act. There shall be special meetings of Shareholders from time to time per Section 607.0702 of the Act.
 - B. **Notice of Meetings.** Notice of meetings shall be given in accordance with Section 607.0705 of the Act, unless waived in accordance with Section 607.0706 of the Act.
 - C. **Quorum and Voting.** The Shareholders of a majority of issued and outstanding shares shall constitute a quorum. The affirmative vote of Shareholders holding a majority of issued and outstanding shares is the act of the Shareholders unless the Articles of Incorporation or these Bylaws require the vote of a greater number.
 - D. **Shareholders Meetings By Communications Equipment.** The Shareholders may permit any or all Shareholders to participate in an annual, regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Shareholders participating may simultaneously hear each other during the meeting. A Shareholder participating in a meeting by this means is deemed to be present in person at the meeting.
 - E. **Action By Shareholders Without A Meeting.** Action required or permitted to be taken at a Shareholders' meeting may be taken without a meeting by following the procedure set forth in Section 607.0704 of the Act.

4. **Board of Directors.**

A. **Duties.** All corporate powers must be exercised by or under the authority of, and the affairs of the Corporation managed under the direction of, the Board of Directors, subject to any limitation set forth in the Articles of Incorporation.

B. **Initial Board.** The initial Board of Directors designated in the Articles of Incorporation shall serve until their successors are elected at the first annual meeting of the Board of Directors.

C. **Qualifications of Directors.** Directors must be natural persons who are 18 years of age or older but need not be residents of Florida.

D. **Number of Directors.** The Board of Directors shall be comprised of not fewer than one (1) Director.

E. **Term of Director.** The term of office of each Director shall be one (1) year or until his or her successor is elected.

F. **Election of Directors.** The Shareholders shall, by vote of the Shareholders holding a majority of issued and outstanding shares, elect the Board of Directors annually at the annual meeting and may also elect Directors at any other time as decided by the Shareholders.

G. **Resignation of Director.** A Director may resign at any time by delivering written notice to the Board of Directors or its chair or to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

H. **Removal of Director.** The Shareholders may, by vote of the Shareholders holding a majority of issued and outstanding shares, remove one or more Directors with or without cause in accordance with Section 607.0808 of the Act.

I. **Board Vacancy.** Whenever a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors, it may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors, or by the Shareholders. The term of a Director elected or appointed to fill a vacancy expires at the next annual meeting at which Directors are elected.

J. **Meetings.** There shall be an annual meeting of the Board of Directors at least once a year. There shall be regular and special meetings of the Board of Directors as called from time to time.

K. **Call of Meetings.** Annual meetings of the Board of Directors shall be called by the President or Secretary. Regular and special meetings of the Board of Directors shall be called by any Officer or majority of the Directors.

L. **Place of Meetings.** Regular, special and annual meetings of the Board of Directors may be held in or out of Florida.

M. **Notice of Meetings.**

(1) Regular meetings of the Board of Directors may be held without notice of the date, time, place, or purpose of the meeting.

(2) A special meeting of the Board of Directors must be preceded by at least two (2) days' notice of the date, time, and place of the meeting.

(3) An annual meeting of the Board of Directors must be preceded by at least ten (10) days and not more than sixty (60) days' notice of the date, time, place and purpose of the meeting.

(4) Notice of meeting shall be in writing and delivered in person, by US Mail, by FedEx or other courier, by fax, or by email to all Directors.

(5) The notice must describe the purpose of a meeting if required by the Act, the Articles of Incorporation, or the Bylaws.

N. **Waiver of Notice of Meeting.** Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

O. **Quorum and Voting.** A majority of the Directors then in office shall constitute a quorum. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors unless the Articles of Incorporation or these Bylaws require the vote of a greater number of Directors.

P. **Adjournment of Meetings.** A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the Directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors.

Q. **Directors Meetings By Communications Equipment.** The Board of Directors may permit any or all Directors to participate in an annual, regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

R. **Action By Directors Without A Meeting.** Action required or permitted to be taken at a Board of Directors meeting may be taken without a meeting by following the procedure set forth in Section 607.0821 of the Act.

S. **General Standards for Directors.** As stated in Florida Statutes §607.0830:

(1) A Director shall discharge his or her duties as a Director, including his or her duties as a member of a committee:

- (a) In good faith;
- (b) With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
- (c) In a manner he or she reasonably believes to be in the best interests of the Corporation.

(2) In discharging his or her duties, a Director may rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

(a) One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented;

(b) Legal counsel, public accountants, or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or

(c) A committee of the Board of Directors of which he or she is not a member if the Director reasonably believes the committee merits confidence.

(3) A Director is not acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted by the foregoing subsection unwarranted.

(4) A Director is not liable for any action taken as a Director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this section.

T. Director Conflicts of Interest. As stated in Section 607.0832 of the Act, no contract or other transaction between the Corporation and one or more of its Directors or any other corporation, firm, association, or entity in which one or more of its Directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest, because such Director or Directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or because his or her or their votes are counted for such purpose, if:

(1) The fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested Directors (A conflict-of-interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the Directors who have no relationship or interest in the transaction, but a transaction may not be authorized, approved, or ratified under this section by a single Director. If a majority of the Directors who have no relationship or interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action under this section. The presence of, or a vote cast by, a Director having a relationship or interest in the transaction does not affect the validity of any action taken if the transaction is otherwise authorized, approved, or ratified, but such presence or vote of such a Director may be counted for purposes of determining whether the transaction is approved under other subsections of this section.)

(2) The contract or transaction is fair and reasonable as to the Corporation at the time it is authorized by the Board or committee.

5. **Officers.**

A. Roster of Officers. The Officers of this Corporation shall consist of a President, a Secretary, and a Treasurer, and may include one or more Vice Presidents and such other Officers and Assistant Officers as may be provided by resolution of the Board of Directors from time to time. The Board of Directors may also elect a Chairman of the Board.

B. Election of Officers. The Officers shall be elected annually at the annual meeting by majority vote of the Board of Directors.

C. **Terms of Officers.** Each Officer will remain in office until a successor, if any, to such office has been elected and qualified.

D. **Multiple Offices.** The same individual may simultaneously hold more than one office in the Corporation.

E. **Resignation of Officer.** An Officer may resign at any time by delivering notice to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, its Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date of the pending vacancy.

F. **Removal of Officer.** The Board of Directors may remove any Officer at any time with or without cause by majority vote.

G. **Vacancies.** Any Officer vacancy, whether by resignation, removal, incapacity, death or otherwise, shall be filled by majority vote of the Board of Directors. The new Officer elected to fill the vacancy will serve for the unexpired term of the predecessor in office.

H. **Contract Rights.** Election as an Officer does not itself create contract rights. An Officer's removal does not affect the Officer's contract rights, if any, with the Corporation. An Officer's resignation does not affect the Corporation's contract rights, if any, with the Officer.

I. **Bonds.** The Board of Directors may require that an Officer be bonded, in which case the Officer shall give such bond for the faithful discharge of the duties of the office held by such Officer and in such sum and with such surety as the Board of Directors may from time to time require.

J. **President.** The President will be the chief executive officer of this Corporation and will, subject to the control of the Board of Directors, supervise and control the affairs of the Corporation. The President will perform all duties incident to such office and such other duties as may be provided in these Bylaws or as may be prescribed from time to time by the Board of Directors. The President, or in his or her absence the Vice President, or in his or her absence the Secretary, or in his or her absence the Treasurer, shall preside as chairman at all meetings of the Board of Directors of the Corporation.

K. **Vice President.** The Vice President will perform all duties and exercise all powers of the President when the President is unable to act. The Vice President will perform such other duties as may be prescribed from time to time by the Board of Directors.

L. **Secretary.** The Secretary will keep minutes of all meetings of the Board of Directors, and the Executive Committee, will be the custodian of the corporate records, will give all notices as are required by law or by these Bylaws, and, generally, will perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned from time to time by the Board of Directors.

M. **Treasurer.** The Treasurer will have charge and custody of all funds of the Corporation, will deposit the funds as required by the Board of Directors or Executive Committee, will keep and maintain adequate and correct accounts of the Corporation's funds, properties and transactions, will render reports and accountings to the Board of Directors, and will perform in general all duties incident to the office of Treasurer and such other duties as may

be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned from time to time by the Board of Directors.

6. **Committees.** The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among the Directors an Executive Committee and one or more other committees each of which, to the extent provided in such resolution, shall have and may exercise all the authority of the Board of Directors, except that no such committee shall have the authority to fill vacancies on the Board of Directors or any committee thereof or adopt, amend, or repeal the Bylaws. The Bylaws provisions that govern meetings, notice, waiver of notice, quorum and voting requirements of the Board of Directors apply to committees and their members as well. Each committee must have two or more members who serve at the pleasure of the Board of Directors. The Board of Directors' resolution may designate one or more Directors as alternate members of any such committee who may act in the place and stead of any absent member or members at any meeting of such committee. Neither the designation of any such committee, the delegation thereto of authority, nor action by such committee pursuant to such authority shall alone constitute compliance by any Director not a member of the committee in question with his or her responsibility to act in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

7. **Corporate Records and Financial Statements.** The Corporation shall comply with Sections 607.1601, 607.1602, 607.1605, and 607.1620 of the Act regarding corporate records and financial statements.

8. **Seal.** The Corporation shall have a corporate seal containing the year of incorporation and the words: "(Name of Corporation), CORPORATE SEAL 20____ FLORIDA".

9. **Policies.** The Board of Directors may, by resolutions adopted from time to time, adopt and amend such policies as the Board of Directors determines to be in the best interests of the Corporation, including but not limited to policies regarding elections, investments, audits, insurance, etc.

10. **Procedural Rules.** The Board of Directors may, by resolutions adopted from time to time, adopt and amend such rules of procedure, including but not limited to Robert's Rules of Order, to govern meetings of the Board of Directors and committees of the Corporation, in which case such rules shall govern to the extent that they are consistent with Florida law, the Articles of Incorporation and these Bylaws.

11. **Indemnification.** The Corporation shall indemnify each Director and Officer, including former Directors and Officers, to the fullest extent allowed by law.

12. **Amendment of Bylaws.** These Bylaws may be amended, altered or repealed by the Board of Directors at a meeting of the Board of Directors by a majority vote of all of the Directors then in office.

Document Form # 207 — Acknowledgment by Corporate Officers

**ACKNOWLEDGMENT BY CORPORATION OFFICERS
OF
(Name of Corporation)**

We, the Officers of the above Corporation, hereby certify and acknowledge that we are aware of and familiar with the Bylaws of the Corporation and hereby agree to and declare ourselves bound by the terms of the Bylaws.

Date: _____

(President), President

(Vice President), Vice President

(Secretary), Secretary

(Treasurer), Treasurer

(Other Officer A), (Other Title A)

(Other Officer B), (Other Title B)

(Other Officer C), (Other Title C)

(Other Officer D), (Other Title D)

Document Form # 208 — List of Current Officers and Directors

**LIST OF CURRENT OFFICERS AND DIRECTORS
OF
(Name of Corporation)**

BOARD OF DIRECTORS:

(Director A)
(Director B)
(Director C)
(Director D)
(Director E)
(Director F)

OFFICERS:

President	(President)
Vice President	(Vice President)
Secretary	(Secretary)
Treasurer	(Treasurer)
(Other Officer A's Title)	(Other Officer A)
(Other Officer B's Title)	(Other Officer B)
(Other Officer C's Title)	(Other Officer C)
(Other Officer D's Title)	(Other Officer D)

Document Form # 209— Bank Account Resolution and Signature Cards

BANK ACCOUNT RESOLUTION AND SIGNATURE CARDS

Attach copy of bank resolution and signature cards for Corporation here.

Document Form # 210 — IRS Employer Identification Number

IRS EMPLOYER IDENTIFICATION NUMBER

Attach copy of IRS Employer Identification Number for Corporation here.

Document Form # 211 — Promoters’ Stock Subscription Agreement

PROMOTERS' STOCK SUBSCRIPTION AGREEMENT (Name of Corporation)

AGREEMENT made between each of the undersigned promoters of the above Corporation. Each of the undersigned is an Incorporator, Director, Officer or employee of .the Corporation.

IN CONSIDERATION of their mutual covenants made herein, and for other good and valuable consideration, each of the undersigned hereby agrees as follows:

Each of the undersigned acknowledges, represents, warrants and certifies to the above Corporation, to each Officer, Director, Incorporator and promoter of the Corporation and to (Attorney) (legal counsel for the Corporation) that the undersigned is a promoter of the Corporation and has taken an active part in organizing and incorporating the Corporation.

***STANDARD CLAUSE -- Use if consideration for stock is Cash:**

The undersigned hereby subscribe to purchase the following number of shares of common capital stock of the above Corporation for the cash price of (Subscription Price) per share:

***ALTERNATE CLAUSE -- Use if consideration for stock is Transfer of Business:**

The undersigned hereby subscribe to purchase the following number of shares of common capital stock of the above Corporation as part of the consideration for the transfer by the undersigned of their interest in certain property of a business known as “(Name of Business Transferred)”:

(Shareholder A)	(Shareholder A's Shares)
(Shareholder B)	(Shareholder B's Shares)
(Shareholder C)	(Shareholder C's Shares)
(Shareholder D)	(Shareholder D's Shares)
(Shareholder E)	(Shareholder E's Shares)
(Shareholder F)	(Shareholder F's Shares)

Each of the undersigned acknowledges that the stock certificates evidencing issuance of the shares purchased will not be issued to the undersigned until the undersigned deliver the consideration shown above.

Each of the undersigned acknowledges, represents, warrants and certifies to the Corporation, to each Officer, Director, Incorporator and promoter of the Corporation and to (Attorney) (legal counsel for the Corporation) that the shares of stock of the Corporation to be

purchased by the undersigned will be acquired for investment for the undersigned's own account and not with a view to the offer for sale, or the sale, in connection with the distribution or transfer thereof, and that the undersigned is not participating, directly or indirectly, in an underwriting of any such distribution or transfer of stock.

Each of the undersigned acknowledges and agrees with the other promoters and with the Corporation and its Officers and Directors that the initial issuance of stock of the Corporation shall not be registered under the Florida or federal securities laws, based on certain exemptions from registration. However, each of the undersigned acknowledges that the undersigned has had reasonable access to full and fair disclosure of all information material to the purchase of stock. Each of the undersigned hereby waives and disclaims any rights the undersigned may have under the federal and Florida securities laws with respect to the initial issue of stock of the Corporation. Each of the undersigned agrees to indemnify, defend, and hold harmless the Corporation, its Officers, Directors and Incorporators and (Attorney) from any loss and costs incurred by them or any of them if any of the undersigned claims that this stock should have been registered, that the undersigned was not properly informed or that the Florida or federal securities laws were violated in any other way in regard to the initial issue of stock of the Corporation.

Date: _____

(Shareholder A)

(Shareholder B)

(Shareholder C)

(Shareholder D)

(Shareholder E)

(Shareholder F)

Document Form # 212 — Stock Register

STOCK REGISTER (Name of Corporation)

<u>Cert.#</u>	<u>Date</u>	<u>Shareholder</u>	<u>Number of Shares</u>	<u>Status</u>
1		(Shareholder A)	(Shareholder A's Shares)	
2		(Shareholder B)	(Shareholder B's Shares)	
3		(Shareholder C)	(Shareholder C's Shares)	
4		(Shareholder D)	(Shareholder D's Shares)	
5		(Shareholder E)	(Shareholder E's Shares)	
6		(Shareholder F)	(Shareholder F's Shares)	

Document Form # 213 — Shareholder Ledger

SHAREHOLDER LEDGER

(Name of Corporation)

FOR

Shareholder: (Shareholder A) (prepare one for each shareholder)

Address: (Shareholder A's Address)

Cert.# Date Issued Date Cancelled From/To Number of Shares Owned

1

(Shareholder A) (Shareholder A's Shares)

Document Form # 214 — Specimen Form of Stock Certificate

SPECIMEN

SHARE CERTIFICATE

(Name of Corporation)
Incorporated Under the Laws of
THE STATE OF FLORIDA
The Corporation is authorized to issue
(Number of Authorized Shares) of
(Par Value) par value common shares

Certificate Number:	SPECIMEN
Number of Shares:	SPECIMEN
Shareholder:	SPECIMEN

THIS CERTIFIES that the Shareholder named above is the registered holder of the above-specified Number of Shares of fully paid and non-assessable common shares of the above-named Corporation transferable only on the books of the Corporation by the holder hereof in person or by duly authorized attorney upon surrender of this certificate properly endorsed.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by its duly authorized officers and its corporate seal to be affixed this ____ day of _____, 20____.

(President)
as President

(Secretary)
as Secretary

(Corporate Seal)

Document Form # 215 — Letter to Client After Incorporation

[Law firm letterhead]

Date: _____

(Correspondent Name)
(Correspondent Address)

RE: Operation of (Name of Corporation)

Dear (Correspondent Name):

The purpose of this letter is to set forth several important matters regarding operation of the corporation. We have probably already discussed them before, but they are important enough to put into writing. If you want to discuss any of these items further, please let me know.

Annual Meetings. Meetings of Shareholders should be held at least annually. This is the meeting at which the Shareholders elect Directors, receive financial reports and consider other matters. The Board of Directors then holds its Annual Meeting immediately afterwards to elect Officers and discuss other management matters of the corporation.

Annual Reports. Florida law requires that corporations file Annual Reports with the Secretary of State in order to provide current information as to the names and addresses of the Directors and Officers of the corporation. (The names and addresses of the Shareholders of the corporation are not part of the Report). The Report is due between January 1 and May 1 of each year and must be accompanied by a fee. If the Annual Report is not filed, the State will involuntarily dissolve the corporation. Although the corporation may be reinstated, such dissolution could have disastrous consequences in the meantime and could result in personal liability to the Shareholders for the corporation's debts and liabilities. Therefore, it is most important that you timely file this Annual Report every year even if the State fails to send you a reminder.

Special Meetings; Quarterly Corporation Action Reports. The Shareholders own the corporation, but the Board of Directors have the legal duty to manage the business and affairs of the corporation. Therefore, most of the business of the corporation will be conducted by the Board of Directors. The Directors have no right to act individually, only as a Board. For this reason, it is important to keep accurate and complete Minutes of the Board of Directors. It might not be convenient to meet with your attorney to prepare minutes whenever the Board takes action, but it is usually better for an attorney to prepare the Minutes to be sure that they are as complete and thorough as possible.

Therefore, we use a process of Quarterly Corporation Action Reports to keep us informed as to corporate activities that may need minutes. We can prepare Special Meeting Minutes and other

required documents from these reports, often without a conference with you. (We may need additional information by telephone). This provides an efficient method to keep the Minute Book current in case the corporation is audited by the Internal Revenue Service or others.

Attached to this letter is the initial Quarterly Corporation Action Report. Please note on the form the date and action taken whenever the corporation or its Directors or Officers do something listed on the Report or something that perhaps should be in the Minutes. We will send you another blank Report form at the beginning of the next quarter, which will be your reminder to finish the enclosed Report and send it to us. We will prepare any Minutes or other documents required and send them to you for signing.

Signing for Corporation. The Officers of the corporation are agents of the Corporation and are the proper persons to sign contracts, checks, letters and other documents on behalf of the corporation. Whenever an Officer signs for the corporation, the Officer should be sure that the document states (a) the name of the corporation, (b) the title of the Officer and (c) that the Officer is signing on behalf of the corporation and not individually. Otherwise, the Officer may be personally liable.

Accounting and Tax Returns. This law office has prepared legal documents to form the corporation but not for the accounting books or tax returns of the corporation. You should have your accountant set up your accounting books and prepare your tax returns.

Reimbursement of Expenses. From time to time you may find it necessary to purchase items on behalf of the corporation and to seek reimbursement from the corporation. Such items might include supplies and other ordinary and necessary expenses of the corporation's business. You should always provide documentation to support the corporation's reimbursement to you of those expenses. In order to do this as simply as possible, you may find the attached form "Employee's Request for Reimbursement from Corporation" helpful. The completed forms should be kept with the corporation's usual records of paid invoices.

We hope this letter will assist you in operating the corporation. If you have any other questions, please do not hesitate to ask.

Very truly yours,

(Attorney)

cc: (Persons to Receive Copies)
Enclosure

Document Form # 216 — Letter to Client Re Transfer of Business

[Law firm letterhead]

Date: _____

(Correspondent Name)
(Correspondent Address)

RE: Transfer of Business to (Name of Corporation)

Dear (Correspondent Name):

The Minutes of the Organizational Meeting of the corporation state that the consideration for issuance of stock to the Shareholders is the transfer of their business to the corporation. We have prepared the Bill of Sale to transfer title to the Corporation. This is only one of the formalities that must be undertaken. Possibly even more important is that you contact everyone with whom you have done business prior to incorporation and inform them of the formation of the corporation and that they should change their records and accounts to that name. The following is a list of some of the persons you should contact:

- Banks, savings and loan associations and other financial institutions in which accounts are maintained.
- Telephone company, power company, water company and other utilities.
- Insurance companies for all types of insurance.
- Suppliers.
- Clients and customers.
- Landlords.
- Service contract companies.
- Telephone directory listing.
- Signs, advertising, letterhead, business cards, billing statements, business forms, purchase orders, contracts, invoices.
- Magazine subscriptions.
- Professional licensing organizations and regulatory agencies.
- City and county business licenses.
- State and County tax collector.
- Unemployment compensation office.
- Sales tax office.
- Post Office.
- Email and web hosting providers.

There may be others not listed whom you should contact. Please let us know if you have any questions or need assistance with this.

Very truly yours,

(Attorney)

cc: (Persons to Receive Copies)

Document Form # 217 — Bill for Incorporation

[Law firm letterhead]

Date: _____

(Correspondent Name)
(Correspondent Address)

FOR LEGAL ADVICE AND PREPARATION OF DOCUMENTS IN FORMATION OF CORPORATION:

Meet with clients and discuss formation of corporation, including advantages and disadvantages of corporations; Obtain information necessary to prepare Articles of Incorporation.

***Insert Option 1 here:**

***Insert Option 2 here:**

Prepare Articles of Incorporation, cover letter to Secretary of State, application for IRS employer identification number and order for corporation book, stock certificates and seal.

Have client sign Articles of Incorporation and application for employer number.

Send Articles to Secretary of State for filing.

Send copy of filed Articles to client with letter to open bank account; send application for tax number to IRS and order for corporate kit to supplier.

Hold Organizational Meeting of Directors and obtain all information necessary to prepare documents, including Officers, banks, capitalization, loans, licenses, insurance, leases and other matters.

Prepare detailed Organizational Meeting Minutes, Bylaws, Stock Register and Stock Ledger, and Stock Certificates; Set up Minute Book and Documents Book; Organize all corporate documents.

***Insert Options 3 - 14 here:**

Meet with clients and review and sign all documents in Minutes and Documents Books; Discuss operation of Corporation and review letter to client regarding Annual Meetings, Annual Reports, Special Meetings, Quarterly Activity Reports and signing contracts in the corporate name.

Make copy of Minutes and Documents Book for client.

Fee for Legal Services: \$ _____

Costs Advanced:

Secretary of State filing fee: \$ _____

Corporation book, certificates and seal: \$ _____

Copies: \$ _____

Postage: \$ _____
Total Costs: \$ _____
Total Due: \$ _____

Optional Clauses

***Option 1**

Prepare Application to Reserve Corporate Name and file with Secretary of State.

***Option 2**

Prepare Agreement to Form Corporation and have client sign.

***Option 3**

Prepare Assignment and Bill of Sale to Corporation to transfer business to Corporation in consideration of stock; Prepare Unsecured Promissory Note from Corporation for transfer of business; Prepare letter to client re persons to contact re transfer of business to Corporation.

***Option 4**

Prepare Assignment of Stock Rights to Corporation by Incorporators.

***Option 5**

Prepare Promissory Note from Corporation to document loan to Corporation.

***Option 6**

Prepare IRS Form 2553 to elect S corporation status; Have Shareholders sign form; File form with IRS.

***Option 7**

Prepare Notice of Fictitious Name and send to newspaper for publication; Prepare Application for Registration of Fictitious Name, have Corporation sign it, and file with Florida Division of Corporations.

***Option 8**

Prepare Lease Agreement for Realty with detailed provisions for description of property, term, rent, insurance, etc.

***Option 9**

Prepare Assignment of Lease of Realty to assign lease to Corporation.

***Option 10**

Prepare Lease Agreement for Personalty with detailed provisions for description of property, term, rent, insurance, etc.

*Option 11

Prepare Lease Agreement for Motor Vehicles with detailed provisions for description of property, term, rent, insurance, etc.

*Option 12

Prepare Stock Purchase Agreement with detailed provisions restricting transfer of stock during life and at death and providing method for determining price for stock and manner of payment.

*Option 13

Prepare Employment Agreement with provisions for duties, compensation, expenses and other matters.

Document Form # 218 — Employee's Request for Reimbursement from Corporation

EMPLOYEE'S REQUEST FOR REIMBURSEMENT FROM CORPORATION

Date: _____

Employee's Name: _____

Reimbursement For: _____
(Chart of Accounts Category)

Total Reimbursement Requested: \$ _____

Items Expended:
(Attach sales slips)

<u>Date</u>	<u>To Whom Paid</u>	<u>For</u>	<u>Amount</u>
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2. Optional Documents

Document Form # 250 — Assignment and Bill of Sale to Corporation

ASSIGNMENT AND BILL OF SALE TO CORPORATION

(Name of Corporation)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the issuance of stock to the undersigned by the above-named Corporation and for other valuable consideration, the undersigned hereby sell, assign, transfer, convey and deliver to the above-named Corporation and its successors and assigns forever all of their right, title and interest in and to the property listed on Schedule "A" attached hereto which relate to the following-described business owned by the undersigned as of the following date:

Name of Business: (Name of Business Transferred)
Address of Business: (Address of Business Transferred)
Nature of Business: (Nature of Business Transferred)
Date Transfer Effective: (Date Transfer Effective)

TO HAVE AND TO HOLD the same unto the Corporation and its successors and assigns forever; and the undersigned hereby agree to execute such other documents as may be necessary to more fully vest title to such property in the name of the Corporation

IN WITNESS WHEREOF, the undersigned have executed this instrument.

Date: _____

(Shareholder A)

(Shareholder B)

(Shareholder C)

(Shareholder D)

(Shareholder E)

(Shareholder F)

**SCHEDULE "A" TO
ASSIGNMENT AND BILL OF SALE TO CORPORATION**

(List of assets transferred to Corporation)

Document Form # 251 — Unsecured Promissory Note from Corporation

UNSECURED PROMISSORY NOTE FROM CORPORATION

Date of Note: _____
Place Issued: (Registered Office)
Principal: (Shareholder A's Note) (prepare one note for each shareholder)
Maturity Date: (Principal Due on Notes for Stock)
Interest Rate: (Interest on Notes for Stock) per cent per annum
Interest Payable: (Interest Payable on Notes for Stock)
Payee: (Shareholder A)

FOR VALUE RECEIVED, the undersigned corporation hereby promises to pay to the order of the above-named Payee the Principal sum shown above together with interest at the rate shown above from the date hereof until paid in full. Interest shall be payable as shown above. Principal shall be due and payable in full on the maturity date shown above. If any payment of principal or interest is not paid when due, then the entire unpaid principal and interest on this note may be declared immediately due and payable at the option of the holder of this note, without notice to the undersigned. The undersigned agrees to pay all costs of collection, including reasonable attorneys fees. The undersigned waives presentment, demand, protest, notice of dishonor and notice of protest.

(Name of Corporation), a Florida corporation

By: _____
Title: _____

(Corporate Seal)

Document Form # 252 — Assignment of Stock Rights by Incorporators

**ASSIGNMENT OF STOCK RIGHTS BY INCORPORATORS
(Name of Corporation)**

In consideration of the above-named Corporation reimbursing to the undersigned Incorporators of the Corporation expenses incurred by the undersigned in incorporating the Corporation, and for other good and valuable consideration, receipt of which is hereby acknowledged by the undersigned, each of the undersigned hereby assigns, transfers and delivers to the above-named Corporation any and all rights the undersigned may have to purchase, subscribe for or otherwise receive shares of stock in the Corporation by virtue of being listed as an incorporator in the Articles of Incorporation.

Date: _____

(Incorporator A)

(Incorporator B)

(Incorporator C)

(Incorporator D)

(Incorporator E)

(Incorporator F)

Document Form # 253 — Promissory Note From Corporation

PROMISSORY NOTE FROM CORPORATION

Date of Note: _____
Place Issued: (Registered Office)
Principal: (Lender A's Principal)
Maturity Date: (Principal Due on Loans)
Interest Rate: (Interest on Loans) per cent per annum
Interest Payable: (Interest Payable on Loans)
Payee: (Lender A)

FOR VALUE RECEIVED, the undersigned corporation hereby promises to pay to the order of the above-named Payee the Principal sum shown above together with interest at the rate shown above from the date hereof until paid in full. Principal and interest shall be payable as shown above. If any payment of principal or interest is not paid when due, then the entire unpaid principal and interest on this note may be declared immediately due and payable at the option of the holder of this note, without notice to the undersigned. The undersigned agrees to pay all costs of collection, including reasonable attorneys fees. The undersigned waives presentment, demand, protest, notice of dishonor and notice of protest.

(Name of Corporation), a Florida corporation

By: _____
Title: _____

(Corporate Seal)

Document Form # 254 — IRS Form 2553 Election by Small Business Corporation (S Corporation)

This form can be downloaded from the Internal Revenue website here: <https://www.irs.gov/pub/irs-pdf/f2553.pdf>

Instructions can be downloaded from the Internal Revenue website here: <https://www.irs.gov/pub/irs-pdf/i2553.pdf>

Instructions regarding this form are on the IRS website here: <https://www.irs.gov/instructions/i2553>

Information regarding this form is on the IRS website here: <https://www.irs.gov/forms-pubs/about-form-2553>

Document Form # 255 — Letter to IRS with S Corporation Election

[Law firm letterhead]

Date: _____

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

Fax: 855-214-7520

RE: (Name of Corporation)

To Whom It May Concern:

Enclosed is the signed Form 2553 Election by a Small Business Corporation for the above corporation. Please process this at your earliest opportunity.

Very truly yours,

(Legal Assistant), Legal Assistant

Enclosure

Document Form # 256 — Notice of Fictitious Name

NOTICE OF INTENTION TO ENGAGE IN BUSINESS UNDER A FICTITIOUS NAME

NOTICE IS HEREBY GIVEN that (Name of Corporation), a Florida corporation, whose Florida Document Number is _____, whose federal employer identification number is _____, and whose address is (Address of Fictitious Name), intends to engage in business under the fictitious name of "(Fictitious Name)" with a mailing address of (Address of Fictitious Name), and intends to register that name with the Florida Department of State Division of Corporations pursuant to Section 865.09, Florida Statutes.

**Document Form # 257 — Letter to Newspaper to Publish Fictitious Name
Notice**

[Law firm letterhead]

Date: _____

(Newspaper for Fictitious Name)
(Address of Newspaper for Fictitious Name)

RE: Fictitious Name Publication for "(Fictitious Name)"

To Whom It May Concern:

Enclosed is a Notice of Intention to Engage in Business Under Fictitious Name which we would appreciate your publishing in your newspaper one time.

Please send your proof of publication and statement to this office.

Thank you for your assistance. If you have any questions, please call.

Very truly yours,

(Legal Assistant), Legal Assistant

Enclosure

Document Form # 258 — Application for Registration of Fictitious Name

This form can be downloaded from the Florida Division of Corporations website here: <https://dos.myflorida.com/sunbiz/forms/fictitious-name/>

**Document Form # 259 — Letter to Florida Division of Corporations to File
Application for Registration of Fictitious Name**

[Law firm letterhead]

Date: _____

Fictitious Name Registration
PO Box 6327
Tallahassee, FL 32314-1300

RE: Fictitious Name Registration "(Fictitious Name)"

To Whom It May Concern:

Enclosed is the Application for Registration of Fictitious Name "(Fictitious Name)".

Also enclosed is the filing fee.

Thank you for your assistance. If you have any questions, please call.

Very truly yours,

(Legal Assistant), Legal Assistant

Enclosure

Document Form # 260 — Lease Agreement for Realty

LEASE AGREEMENT FOR REALTY

LEASE AGREEMENT made as of the ____ day of _____, 20____, between (Lessor of Realty), of (Address of Realty Lessor), hereinafter called "Lessor", and (Name of Corporation), a Florida corporation, hereinafter called "Lessee".

In consideration of their mutual promises made herein, Lessor and Lessee hereby agree as follows:

1. **Lease.** Lessor leases to Lessee, and Lessee leases from Lessor, the real property, building and other improvements, all of which are hereinafter called the "premises", located at (Address of Leased Realty), (County of Leased Realty) County, Florida, and as more particularly described on Schedule "A" attached hereto and incorporated herein by reference.
2. **Term.** The term of this lease is (Term of Realty Leased), beginning (Date Realty Lease Starts) and continuing thereafter from month to month in accordance with Paragraph 23 hereof.
3. **Rent.** The monthly rent under this lease is (Monthly Rent for Realty) Dollars, plus sales tax. Lessee agrees to pay Lessor such amount beginning on (Date First Rent for Realty Due) and payable on the first day of each month thereafter during the term of the lease.
4. **Use of Premises, Generally.** The premises are leased to be used as (Authorized Use for Leased Realty). Lessee agrees to restrict their use to such purposes, and not to use, or permit the use of, the premises for any other purpose without first obtaining the consent of Lessor or of Lessor's authorized agent.
5. **Fire Insurance.** Lessee shall provide and pay for fire and extended coverage insurance covering the premises.
6. **No Waste, Nuisance, or Unlawful Use.** Lessee shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.
7. **Payment of Utilities.** Lessee shall pay for all utilities furnished the premises for the term of this lease, including but not limited to electricity, gas, water and telephone service.
8. **Repairs and Maintenance.** Lessee, at its expense, shall maintain and keep the premises, including without limitation roof, windows, doors, adjacent sidewalks, exterior walls, interior walls and landscaping in good repair.

9. **Delivery, Acceptance and Surrender of Premises.** Lessee agrees to accept the premises upon taking possession as being in a state of good repair and in sanitary condition and shall surrender the premises to Lessor at the end of the lease term, if the lease is not renewed, in the same condition as when it took possession, allowing for reasonable use and wear.

10. **Partial Destruction of Premises.** Partial destruction of the leased premises shall not render this lease void or voidable or terminate it except as herein provided. If the premises are partially destroyed during the term of this lease, Lessee shall repair them if such repairs can be made in conformity with local, state and federal laws and regulations within thirty (30) days of the partial destruction. Rent for the premises will be reduced proportionately to the extent to which the repair operations interfere with the normal conduct of Lessee's business on the premises. If the repairs cannot be so made within the time permitted, Lessee has the option to make them within a reasonable time and continue this lease in effect with proportionate rent rebate to Lessee as provided for herein. If the repairs cannot be so made within thirty (30) days, and if Lessee does not elect to make them within a reasonable time, either party hereto has the option to terminate this lease. If the building in which the leased premises are located is more than one-third destroyed, Lessee may at its option terminate the lease whether the premises are damaged or not.

11. **Lessor's Entry for Inspection and Maintenance.** Lessor reserves the right to enter the premises at reasonable times to inspect them, to perform required maintenance and repair, or to make additions or alterations to any part of the building in which the premises leased are located, and Lessee agrees to permit Lessor to do so. Lessor may, in connection with such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment without any obligation to reduce Lessee's rent for the premises during such period and without incurring liability to Lessee for disturbance of quiet enjoyment of the premises or loss of occupation thereof.

12. **Lessee to Carry Liability Insurance.** Lessee shall procure and maintain in force during the term of this lease and any extension thereof, at its expense, public liability insurance in companies and through brokers approved by Lessor, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in an amount agreed upon by Lessor and Lessee. Such insurance policies shall provide coverage for Lessor's contingent liability on such claims or losses. Lessee agrees that if such insurance policies are not kept in force during the entire term of this lease and any extension thereof, Lessor may procure the necessary insurance and pay the premium therefor, and that such premium shall be repaid to Lessor as an additional rent installment for the month following the date on which such premiums are paid.

13. **Lessee's Assignment.** Lessee agrees not to assign or sublease the leased premises, any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof without first obtaining Lessor's consent. Lessor expressly covenants that such consent shall not be unreasonably or

arbitrarily refused. One consent by Lessor shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. Lessee's unauthorized assignment, sublease, or license to occupy shall be void, and shall terminate the lease at Lessor's option. Lessee's interest in this lease is not assignable by operation of law without Lessor's written consent.

14. **Breach of Lease.** Each of the following shall constitute a breach of this lease: (a) any failure to pay when due any rent or other payment due under this lease; (b) any failure to perform or observe any term or agreement herein; (c) any of Lessee's property is seized or levied upon under any legal or governmental process against Lessee or against Lessee's property; (d) Lessee becomes insolvent or is the subject of an insolvency proceeding or has any property placed in the control of a custodian; or (e) Lessee fails to maintain its corporate existence in good standing.

15. **Lessor's Remedies on Lessee's Breach.** If Lessee breaches this lease, Lessor shall have the following remedies in addition to its other rights and remedies in such event:

A. **Re-entry.** Lessor may re-enter the premises immediately and remove all of Lessee's personnel and property therefrom. Lessor may store the property in a public warehouse or at another place of its choosing at Lessee's expense or to Lessee's account.

B. **Termination.** After re-entry, Lessor may terminate the lease by giving fifteen (15) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

C. **Reletting Premises.** After re-entering, Lessor may relet the premises or any part thereof, for any term, without terminating the lease at such rent and on such terms as it may choose.

16. **Taxes and Assessments.** Lessee shall pay all state, city and county taxes that may be assessed on the premises and improvements during the entire term hereby created. Lessee also agrees to pay all assessments that may arise out of the improvements on the premises or of the streets or sidewalks surrounding it.

17. **Net Lease.** This lease is a net lease, and the net rents, additional rents, and all other sums payable under this lease to Lessor shall be paid without notice or demand and without setoff, counterclaim, abatement, reduction or defense.

18. **Attorneys Fees.** If Lessor files an action to enforce any covenant of this lease, or for breach of any covenant herein, Lessee agrees to pay Lessor reasonable attorneys fees for the services of Lessor's attorneys in the action, such fees to be fixed by the court.

19. **Effect of Lessor's Waiver.** Lessor's waiver of breach of one covenant or condition of this lease is not a waiver of breach of others or of a subsequent breach of the one waived.

20. **Lease Applicable to Successors.** This lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, and legal representatives of the parties.

21. **Time of Essence.** Time is of the essence of this lease.

22. **Effect of Eminent Domain Proceedings.** Eminent domain proceedings resulting in the condemnation of a part of the premises leased herein that leave the rest usable by Lessee for purposes of the business for which the premises are leased will not terminate this lease unless Lessor, at its option, terminates it by giving written notice of termination to Lessee. The effect of such condemnation, should such option not be exercised, will be to terminate the lease as to the portion of the premises condemned, and leave it in effect as to the remainder of the premises. Lessee's rental for the remainder of the lease shall in such case be reduced by the amount that the usefulness of the premises to it for such business purposes is reduced. All compensation awarded in any eminent domain proceedings as a result of such condemnation shall be Lessor's.

23. **Automatic Renewal.** This lease shall automatically renew from month to month after the initial term unless either party gives written notice to the other party at least thirty (30) days before the expiration of any monthly term of its intention that the lease not renew.

24. **Amendment.** This lease may be amended by mutual agreement of the parties. It is anticipated that the rent hereunder shall be adjusted at the end of the initial term and subsequent monthly renewal terms by amendments to this lease.

25. **Statutory Notice.** To the extent there are any buildings or improvements situate thereon, Florida Statutes require the following statement: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit."

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

Witness as to Lessor

Lessor: (Lessor of Realty)
By: _____
Title: _____

Witness as to Lessor

Lessee: (Name of Corporation)
By: _____
Title: _____

Witness as to Lessee

SCHEDULE "A" TO LEASE AGREEMENT FOR REALTY

Legal Description of Realty Leased:

Document Form # 261 — Assignment of Lease

ASSIGNMENT OF LEASE

AGREEMENT made as of the ____ day of _____, 20____, between (Lessee of Realty Presently Leased), hereinafter called "Lessee", and (Name of Corporation), a Florida corporation, hereinafter called "Assignee".

WHEREAS, Lessee entered into a lease with (Lessor of Realty Presently Leased), hereinafter called "Lessor", dated (Date of Present Realty Lease) for certain premises located at (Address of Realty Presently Leased), hereinafter called the "Lease"; and

WHEREAS, Lessee and Assignee desire that the Lease be assigned to Assignee with the consent of the Lessor;

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged by Lessee, Lessee hereby assigns, transfers and delivers to Assignee all of Lessee's right, title and interest in and to the Lease described above. The Assignee hereby accepts the assignment, assumes the Lessee's obligations under the Lease, and agrees that the Lease is binding on Assignee as if Assignee had signed the Lease as the lessee. Any security or other deposits paid by Lessee shall inure to the benefit of Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

Witness as to Assignee

Assignee: (Name of Corporation)
By: _____
Title: _____

Witness as to Assignee

Witness as to Lessee

Lessee: (Lessee of Realty Presently Leased)
By: _____
Title: _____

Witness as to Lessee

CONSENT OF LESSOR

The Lessor hereby consents to the foregoing Assignment of Lease.

***OPTIONAL PARAGRAPH -- use only if present Lessee is to be released*:**

The Lessor agrees that the Lessee is fully released from all obligations under the Lease and that the Assignee is now solely liable under the Lease.

Date: _____

Lessor: (Lessor of Realty Presently Leased)

By: _____

Witness as to Lessor

Title: _____

Witness as to Lessor

Document Form # 262 — Lease Agreement for Personalty

LEASE AGREEMENT FOR PERSONALTY

LEASE AGREEMENT made as of the _____ day of _____, 20____, between (Lessor of Personalty), hereinafter called "Lessor", and (Name of Corporation), a Florida corporation, hereinafter called "Lessee".

In consideration of their mutual promises made herein, Lessor hereby leases to Lessee and Lessee hires from Lessor the personal property described on the attached Schedule "A", herein referred to as the "personalty", on the following terms and conditions:

1. **Rental.** Lessee shall pay Lessor rent for the personalty in the amount per month set forth on Schedule "A", in advance on the first day of each month during the term hereof. Lessor may direct Lessee to make payment directly to someone other than Lessor.
2. **Use of Personalty.** Lessee agrees that it will not use or permit the use of the personalty in a negligent or improper manner or in violation of any law or so as to void any insurance covering the same, or permit the personalty to become subject to any lien, charge, or encumbrance, unless approved by Lessor.
3. **Maintenance and Repairs.** Unless otherwise agreed in writing by the parties, all service, materials, and repairs in connection with the use and operation of the personalty during the lease term hereof are at Lessee's expense. Lessor shall not be liable for repairs, nor shall any such repairs be charged to Lessor.
4. **Insurance.** Lessee shall obtain and pay for fire, extended coverage and liability insurance on the personalty satisfactory to Lessor and insuring Lessor's interest as well as Lessee's. In the event Lessee shall fail to provide or pay for such insurance, Lessor at its option may pay for such insurance and add the amount paid to the next monthly rental payment due from Lessee. Lessee shall promptly notify Lessor of any accident, loss or incident that may result in an insurance claim.
5. **Taxes and Charges.** Lessee agrees to pay all taxes, licenses, charges and fees which may be imposed with respect to the personalty as the result of Lessee's use or intended use of the personalty.
6. **Risk of Loss and Damage.** Lessee shall bear all risks of damage or loss of the personalty or any portions thereof not covered by insurance. All replacements, repairs, or substitution of parts or equipment shall be at the cost and expense of Lessee and shall be accessions to the personalty owned by the Lessor. Lessee shall at all times and at its expense keep the personalty in good working order, condition, and repair, reasonable wear and tear

excepted. The rent on the personalty shall not be prorated or abated while it is being serviced or repaired.

7. **Indemnity of Lessor.** Lessee agrees to indemnify Lessor against all claims, losses, causes of action and expenses, including legal expenses, arising from the use, maintenance or operation of the personalty.

8. **Termination of Lease.** This lease will terminate upon thirty days' notice by either party to the other party.

9. **Termination by Default.** Time is of the essence of this agreement. Lessor may, at its option, by written notice to Lessee declare this lease in default on the happening of any of the following: a) any failure to pay when due any rent or other payment due under this lease; (b) any failure to perform or observe any term or agreement herein; (c) any of Lessee's property is seized or levied upon under any legal or other governmental process against Lessee or against Lessee's property; (d) Lessee becomes insolvent or is the subject of an insolvency proceeding or has any property placed in the control of a custodian; or (e) Lessee fails to maintain its corporate existence in good standing. Upon declaration by Lessor that the lease is in default, the personalty shall be surrendered and delivered to Lessor, and Lessor may take possession of the personalty wherever it may be found, with or without process of law, and for that purpose may enter on the premises of Lessee. Upon default, Lessee and Lessee's successors in interest, whether by operation of law or otherwise, shall have no right, title or interest in the personalty, or the possession or use thereof, and Lessor shall retain all rents and other sums paid by Lessee hereunder. Lessee shall pay reasonable attorneys fees incurred by Lessor.

10. **Return of Personalty.** Upon expiration of the lease term, or earlier termination of the lease as herein provided, Lessee shall return to Lessor the personalty in the same condition as when received, less reasonable wear and tear.

11. **Assignment.** Lessee agrees not to assign, transfer, sublet, pledge, or encumber any of its rights under this lease, or the lease itself. Lessee hereby consents to and authorizes Lessor's assignment of all rentals, charges, and other amounts payable by Lessee to Lessor, or to become payable hereunder. If Lessor so assigns the sums agreed to be paid by Lessee hereunder, the rights of assignee to receive the same shall be free from all defenses, setoffs, and counterclaims of every kind that Lessee may be entitled to assert against Lessor, but Lessee may separately assert such claims against Lessor. Notwithstanding such assignment, assignee shall not assume any of the obligations of Lessor. This lease and the rights and interests of Lessee hereunder are subordinate to any security agreement executed by Lessor covering the personalty.

12. **Waiver.** Failure of Lessor in any one or more instances to insist on the performance of any of the terms of this lease or to exercise any right or privilege conferred herein, or the waiver of any breach of any term of this lease, shall not be construed as a waiver of any subsequent breach.

13. **Limitation of Warranties.** There are no warranties, expressed or implied, by Lessor to Lessee, and Lessor shall not be liable for any loss or damage to Lessee, nor to anyone else, of any kind and however caused, whether by any of the personalty itself or by the repair, maintenance, or parts thereof, or by any failure thereof, or by interruption of service or use of any of the personalty.

14. **Construction of Instrument.** This agreement is one of leasing only and Lessee does not acquire hereby any right, title or ownership interest in the personalty leased hereunder other than the right of possession of a lessee.

15. **Choice of Law.** This lease shall be governed by and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have signed this Lease Agreement as of the day and year first above written.

Witness as to Lessor

Lessor: (Lessor of Personalty)
By: _____
Title: _____

Witness as to Lessor

Witness as to Lessee

Lessee: (Name of Corporation)
By: _____
Title: _____

Witness as to Lessee

SCHEDULE "A" TO LEASE AGREEMENT FOR PERSONALTY

Description of Each Item of Personalty _____ Monthly Rent

Document Form # 263 — Lease Agreement for Motor Vehicles

LEASE AGREEMENT FOR MOTOR VEHICLES

LEASE AGREEMENT made as of the _____ day of _____, 20____, between (Lessor of Motor Vehicles), hereinafter called "Lessor", and (Name of Corporation), a Florida corporation, hereinafter called "Lessee".

In consideration of their mutual promises made herein, Lessor hereby leases to Lessee and Lessee hires from Lessor the motor vehicles described on the attached Schedule "A", herein referred to as the "vehicles", on the following terms and conditions:

- Rental.** Lessee shall pay as rent for the vehicles the amounts per month set forth on Schedule "A", in advance on the first day of each month during the term hereof. Lessor may direct Lessee to make payment directly to someone other than Lessor.
- Use of Vehicles.** Lessee agrees that it will not use or permit the use of the vehicles leased hereunder in a negligent or improper manner or in violation of any law, or so as to void any insurance covering the same, or permit the vehicle to become subject to any lien, charge, or encumbrance, unless approved by Lessor.
- Licensing and Registration.** The vehicles subject to this lease shall have license plates and titles registered in the name of Lessor, unless otherwise required by law. The annual registration or license fees shall be paid by Lessee. Unless otherwise specified, Lessor shall, where required, register the vehicles in conformance with the laws of the State of Florida. Local registration or registration in other states shall also be at the expense of Lessee.
- Maintenance and Repairs.** Unless otherwise agreed in writing by the parties, all service, materials, and repairs in connection with the use and operation of the vehicles during the lease term hereof including but not limited to gasoline, oil, batteries, repairs, maintenance, tires, tubes, and towing necessary for their proper use and operation are at Lessee's expense. Lessee agrees that the oil in the crankcase shall at all times be kept at proper level and shall be completely changed and the vehicle lubricated at intervals recommended in the manual provided by the manufacturer of the vehicles. Lessor shall not be liable for repairs, nor shall any such repairs be charged to Lessor.
- Insurance.** Lessee shall obtain and pay for fire, extended coverage and liability insurance on the vehicles satisfactory to Lessor and insuring Lessor's interest as well as Lessee's. In the event Lessee shall fail to provide or pay for such insurance, Lessor at its option may pay for such insurance and add the amount paid to the next monthly rental payment due from Lessee. Lessee shall promptly notify Lessor of any accident, loss or incident that may result in an insurance claim.

6. **Taxes and Charges.** Lessee agrees to pay all storage charges, parking charges and fines. Lessee will pay any fees including vehicle registration and inspection fees and taxes which may be imposed with respect to said vehicles as the result of Lessee's use or intended use of the vehicles.

7. **Risk of Loss and Damage.** Lessee shall bear all risks of damage or loss of the vehicles or any portion thereof not covered by insurance. All replacements, repairs, or substitution of parts or equipment shall be at the cost and expense of Lessee and shall be accessions to the vehicles owned by the Lessor. Lessee shall at all times and at its expense keep the vehicles in good working order, condition, and repair, reasonable wear and tear excepted. The rent on the vehicles shall not be prorated or abated while they are being serviced or repaired.

8. **Indemnity of Lessor.** Lessee agrees to indemnify Lessor against all claims, losses, causes of action, and expenses, including legal expenses, arising from the use, maintenance or operation of the vehicles.

9. **Termination of Lease.** This lease will terminate upon thirty days' notice by either party to the other party.

10. **Termination by Default.** Time is of the essence of this agreement. Lessor may, at its option, by written notice to Lessee declare this lease in default on the happening of any of the following: a) any failure to pay when due any rent or other payment due under this lease; (b) any failure to perform or observe any term or agreement herein; (c) any of Lessee's property is seized or levied upon under any legal or other governmental process against Lessee or against Lessee's property; (d) Lessee becomes insolvent or is the subject of an insolvency proceeding or has any property placed in the control of a custodian; or (e) Lessee fails to maintain its corporate existence in good standing. Upon declaration by Lessor that the lease is in default, the vehicles shall be surrendered and delivered to Lessor, and Lessor may take possession of the vehicles wherever they may be found, with or without process of law, and for that purpose may enter on the premises of Lessee. Upon default, Lessee and Lessee's successors in interest, whether by operation of law or otherwise, shall have no right, title or interest in the vehicles, or the possession or use thereof, and Lessor shall retain all rents and other sums paid by Lessee hereunder. Lessee shall pay reasonable attorneys fees incurred by Lessor.

11. **Return of Vehicles.** Upon expiration of the lease term, or earlier termination of the lease as herein provided, Lessee shall return to Lessor the vehicles in the same condition as when received, less reasonable wear and tear and free from collision or upset damage.

12. **Assignment.** Lessee agrees not to assign, transfer, sublet, pledge, or encumber any of its rights under this lease, or the lease itself. Lessee hereby consents to and authorizes Lessor's assignment of all rentals, charges, and other amounts payable by Lessee to Lessor, or to become payable hereunder. If Lessor so assigns the sums agreed to be paid by Lessee hereunder, the rights of assignee to receive the same shall be free from all defenses, setoffs, and counterclaims

of every kind that Lessee may be entitled to assert against Lessor, but Lessee may separately assert such claims against Lessor. Notwithstanding such assignment, assignee shall not assume any of the obligations of Lessor. This lease and the rights and interests of Lessee hereunder are subordinate to any security agreement executed by Lessor covering the vehicles.

13. **Waiver.** Failure of Lessor in any one or more instances to insist on the performance of any of the terms of this lease or to exercise any right or privilege conferred herein, or the waiver of any breach of any term of this lease, shall not be construed as a waiver of any subsequent breach.

14. **Limitation of Warranties.** There are no warranties, expressed or implied, by Lessor to Lessee, and Lessor shall not be liable for any loss or damage to Lessee, nor to anyone else, of any kind and however caused, whether by any vehicle or by the repair, maintenance, or parts thereof, or by any failure thereof, or by interruption of service or use of any vehicles leased hereunder.

15. **Construction of Instrument.** This agreement is one of leasing only and Lessee does not acquire hereby any right, title or ownership interest to the vehicles leased hereunder other than the right of possession of a lessee.

16. **Choice of Law.** This lease shall be governed by and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have signed this Lease Agreement as of the day and year first above written.

Witness as to Lessor

Lessor: (Lessor of Motor Vehicles)
By: _____
Title: _____

Witness as to Lessor

Witness as to Lessee

Lessee: (Name of Corporation)
By: _____
Title: _____

Witness as to Lessee

SCHEDULE "A"
TO
LEASE AGREEMENT FOR MOTOR VEHICLES

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vehicle ID</u>	<u>Number</u>	<u>Monthly Rent</u>
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Document Form # 264 —Stock Purchase Agreement

STOCK PURCHASE AGREEMENT

AGREEMENT made as of the _____ day of _____, 20____, among (Shareholder A), (Shareholder B), (Shareholder C), (Shareholder D), (Shareholder E), and (Shareholder F), hereinafter called the "Shareholders", and (Name of Corporation), a Florida corporation, hereinafter called the "Corporation".

WHEREAS, the Shareholders are the owners of all of the outstanding shares of capital stock of the Corporation, each Shareholder owning shares as follows:

<u>Shareholder</u>	<u>Number of Shares</u>
(Shareholder A)	(Shareholder A's Shares)
(Shareholder B)	(Shareholder B's Shares)
(Shareholder C)	(Shareholder C's Shares)
(Shareholder D)	(Shareholder D's Shares)
(Shareholder E)	(Shareholder E's Shares)
(Shareholder F)	(Shareholder F's Shares)

WHEREAS, the Shareholders believe it to be in the best interest of the Corporation that they be restricted in their right to dispose of their shares of stock in the Corporation;

NOW, THEREFORE, in consideration of the mutual promises made herein and in consideration of the benefit to be received from the mutual observance of the covenants made herein, the parties hereby agree as follows:

1. **Lifetime Restriction on Disposition.** No Shareholder shall sell, transfer, encumber or otherwise dispose of any shares of capital stock of the Corporation which the Shareholder now owns or hereafter acquires (hereinafter called the "Shares") during the Shareholder's lifetime without the consent of the Corporation and the other Shareholders, unless the Shareholder desiring to make the sale, transfer, encumbrance or other disposition (hereinafter called the "Transferor") shall have first made the offer to sell as set forth below and such offer shall not have been accepted. The Shares may be transferred only upon compliance with the terms of this Agreement.

A. **Offer.** The offer shall be given by the Transferor to the Corporation and to the Shareholders other than the Transferor (hereinafter called the "remaining Shareholders") and shall state that the Transferor offers to sell all Shares owned by the Transferor at the price and on the terms set forth in subparagraphs (D) (Price) and (E) (Payment) below. The Transferor shall attach to the offer a statement providing the following information regarding the disposition that the Transferor desires to make: the type of disposition, the name and address of the proposed transferee, the name and address of anyone on whose behalf the proposed transferee is acting, the

number of Shares involved in the proposed disposition, and the price and terms of the proposed disposition.

B. **Acceptance.** Within thirty (30) days after it receives the offer, the Corporation may elect to purchase all of the Shares so offered by giving written notice of its acceptance of the offer to the Transferor and to the remaining Shareholders. If the offer is not accepted by the Corporation, the remaining Shareholders may elect to purchase all of the Shares offered by giving written notice of their acceptance of the offer to the Transferor within forty-five days after they receive the offer, such right to purchase being allocated among the remaining Shareholders in such proportions as may be agreed upon by the remaining Shareholders or, in the absence of agreement, in proportion to the number of shares owned at that time by the remaining Shareholders who desire to purchase. If any remaining Shareholder does not accept the offer, then the remaining Shareholders who accept may purchase all of the Shares offered. The written notice of acceptance by the Corporation or the Shareholders shall specify a closing date for the purchase, which shall be not less than thirty days after the date of the notice of acceptance. The closing shall take place at the office of the Corporation or at such other place agreed to by the parties.

C. **Failure to Accept.** If the offer is not accepted by the Corporation or any of the remaining Shareholders, the Transferor may sell, transfer, encumber or dispose of the Shares to the bona fide prospective transferee named in the statement attached to the offer, but only in strict accordance with the terms and type of transaction set forth in that statement. It is noted that release from the restrictions of this Agreement may not be the only legal requirement for the disposition because the disposition may be subject to federal or state securities laws or other laws regulating the disposition of stock. However, if the Transferor fails to enter into such proposed transaction within thirty days after the last date for acceptance of the offer by the remaining Shareholders, the Transferor's Shares shall remain restricted by this Agreement and the Transferor must submit an offer to the Corporation and remaining Shareholders in accordance with this Agreement before selling, transferring, encumbering or otherwise disposing of any Shares.

D. **Price.** The purchase price for the Shares offered shall be the lesser of the price determined in accordance with Paragraph 3 (Purchase Price) or the price to the proposed transferee as set forth in the statement attached to the Transferor's offer.

E. **Payment.** The purchase price shall be paid, at the option of the purchaser, in cash at closing or in installments or in a combination of both. If there is more than one purchaser, the purchasers may elect, independently, cash payment or installment payments. If installment payments are elected, the purchaser shall execute and deliver to the Transferor at closing a promissory note in the principal amount of the purchase price, less any cash paid at closing, together with interest at the rate of (Interest on Stock Purchase) per cent per annum from the date of closing. The promissory note shall be payable in (Number of Installments) equal, successive, monthly installments with the first installment due and payable (First Installment Due) days after

the date of closing and the remaining payments due on the same day of each month thereafter. The promissory note shall contain the following provisions, among others: the principal may be prepaid in whole or in part at any time and from time to time; a default in payment of any installment shall entitle the holder of the promissory note to accelerate payment of the entire note by declaring the entire remaining principal balance and accrued interest to be due and payable immediately.

2. **Purchase Upon Death.** Upon the death of a Shareholder, the personal representative, trustee or other successor in interest to the Shareholder (hereinafter called the "Successor") shall offer to sell, as set forth below, the Shares of the Shareholder. The Shares may be transferred only upon compliance with the terms of this Agreement.

A. **Offer.** The offer shall be given by the Successor to the Corporation and to the remaining Shareholders within thirty (30) days after the Successor qualifies or otherwise assumes its position as successor to the deceased Shareholder. The offer shall state that the Successor offers to sell all of the Shares owned by the deceased Shareholder at the price and on the terms set forth in subparagraphs (D) (Price) and (E) (Payment) below.

B. **Acceptance.** Within thirty (30) days after it receives the offer, the Corporation may elect to purchase all of the Shares offered by giving written notice of its acceptance of the offer to the Successor and to the remaining Shareholders. If the offer is not accepted by the Corporation, the remaining Shareholders may elect to purchase all of the Shares offered by giving written notice of their acceptance of the offer to the Successor within forty-five days after they receive the offer, such right to purchase being allocated among the remaining Shareholders in such proportions as may be agreed upon by the remaining Shareholders or, in the absence of agreement, in proportion to the number of shares owned at that time by the remaining Shareholders who desire to purchase. If any remaining Shareholder does not accept the offer, the remaining Shareholders who accept may purchase all of the Shares offered. The written notice of acceptance by the Corporation or the Shareholders shall specify a closing date for the purchase, which shall be not less than thirty days after the date of the notice of acceptance. The closing shall take place at the office of the Corporation or at such other place agreed to by the parties.

C. **Failure to Accept.** If the offer is not accepted by the Corporation or any of the remaining Shareholders, then the Successor may sell, transfer, encumber or dispose of the Shares upon compliance with the provisions of Paragraph 1 (Lifetime Restriction on Disposition) the restrictions of which shall apply to the Successor as if the Successor were the deceased Shareholder.

D. **Price.** The purchase price for the Shares offered shall be the price determined in accordance with Paragraph 3 (Purchase Price) below.

E. **Payment.** The purchase price shall be paid, at the option of the purchaser, in cash at closing or in installments or in a combination of both. If there is more than one purchaser, the purchasers may elect, independently, cash payment or installment payments. If installment payments are elected, the purchaser shall execute and deliver to the Successor at closing a promissory note in the principal amount of the purchase price, less any cash paid at closing, together with interest at the rate of (Interest on Stock Purchase) per cent per annum from the date of closing. The promissory note shall be payable in (Number of Installments) equal, successive, monthly installments with the first installment due and payable (First Installment Due) days after the date of closing and the remaining payments due on the same day of each month thereafter. The promissory note shall contain the following provisions, among others: the principal may be prepaid in whole or in part at any time and from time to time; a default in payment of any installment shall entitle the holder of the promissory note to accelerate payment of the entire note by declaring the entire remaining principal balance and accrued interest to be due and payable immediately.

3. **Purchase Price.** Except as otherwise specified in this Agreement, the purchase price for each Share shall be equal to the value set forth on the Certificate of Agreed Price, if any, attached hereto if such Certificate is dated not more than thirteen (13) months prior to the date of the offer made pursuant to this Agreement. Such Certificate shall not be valid unless signed by all of the Shareholders and the Corporation who are parties to this Agreement. A new Certificate of Agreed Price may be executed at any time and from time to time, in which case it shall replace the previous Certificate. But if there is no Certificate of Agreed Price which is dated within the period stated above, then except as otherwise specified in this Agreement, the purchase price shall be equal to the book value of the Shares, determined as set forth below.

A. The book value shall be determined by the certified public accountants who are then serving the Corporation. Such determination shall be binding upon the Corporation and upon all other parties to this Agreement, including their successors. Such determination shall be made in accordance with generally accepted accounting principles consistently applied giving due regard to prior accounting methods of the Corporation; provided however, that the provisions set forth in this Agreement for determining book value shall control in case of any conflict with such accounting principles.

B. The book value shall be determined as of the last day of the calendar month immediately preceding the date of the offer made pursuant to this Agreement.

C. No allowance of any kind shall be made for goodwill, trademarks or any similar intangible assets which do not already appear on the books of the Corporation.

D. Accounts payable shall be taken at their face amount, less any discounts anticipated, and accounts receivable shall be taken at their face amount, less any discounts to customers and less a reasonable reserve for bad debts if past experience warrants.

E. Furniture, fixtures, machinery, equipment and other depreciable or recoverable tangible personal property shall be taken at their value appearing on the books of the Corporation after adjustment for depreciation and recovery.

F. Inventory and supplies shall be taken at the lower of their cost or market value.

G. All unpaid and accrued taxes, including but not limited to sales, payroll, unemployment, excise, franchise, income and any other taxes levied by foreign, federal, state, county, city or quasi-governmental entities, shall be taken as liabilities. If the Corporation is an "S" corporation, then taxes shall be accrued as if the corporation were not such a corporation.

H. If the offer is made by the Successor of a deceased Shareholder, then the book value shall not include the proceeds of any life insurance payable to the Corporation on the death of the Shareholder, except to the extent that such proceeds represent the cash value and prepaid premiums, if any, paid by the Corporation.

I. Stocks, bonds and other securities shall be taken at fair market value, adjusted for the projected tax effect of any disposition anticipated or taken but not yet reported.

J. Real property shall be taken at fair market value, as set forth in an appraisal dated not more than three (3) months prior to the date of determination of book value.

K. Contributions regularly made to qualified retirement and employee benefit plans shall be accrued on a pro rata basis.

L. If there are any pending claims against the Corporation, a reasonable reserve shall be established. If the Corporation has any pending claims against others, then a projection of the proceeds of such claim may be included if the attorneys representing the Corporation advise that recovery is reasonably likely.

M. Every party to this Agreement agrees to provide such information as is reasonably necessary to determine the book value.

4. **Insufficient Capital Surplus.** If the Corporation desires to accept an offer to purchase Shares under this Agreement but does not have sufficient capital surplus under law to purchase such shares of its own stock, then each of the parties to this Agreement, or their successors, shall take appropriate action to reduce the stated capital of the Corporation, write up to fair market value the assets of the Corporation or enable the Corporation in some other way to lawfully purchase the Shares. No such write-up or other adjustment to the books of the Corporation shall affect the determination of the purchase price for the Shares as set forth in this Agreement.

5. **Endorsement on Certificates.** Upon execution of this Agreement, the parties agree to submit their certificates for shares of stock to the Corporation so that they may be endorsed with

the following legend, which shall always appear on certificates for shares of stock subject to this Agreement:

"The shares represented by this certificate are subject to a certain Agreement dated _____ between the Corporation and its Shareholders which restricts the sale, transfer, encumbrance or other disposition of these shares. The Corporation will furnish to any Shareholder upon request and without charge a full statement of such restrictions."

6. **Necessary Acts.** Each of the parties agrees to do any and all acts necessary to perform the provisions of this Agreement, including without limitation signing additional documents.

7. **Specific Performance.** The parties agree that each party to this Agreement has the right to specific performance of this Agreement. Each party hereby declares and agrees that it would be impractical or impossible to ascertain the money damages that would accrue by the failure of any party to perform this Agreement. No party to this Agreement shall raise as a defense to specific performance of this Agreement that there is an adequate remedy at law or any other defense.

8. **Binding.** This Agreement shall be binding upon each of the parties to this Agreement and upon their respective personal representatives, heirs, beneficiaries and other successors, and the benefits of this Agreement shall inure to the benefit of each of the foregoing.

9. **Notices.** Any and all notices, offers, acceptances and other communications relating to this Agreement shall be given in writing by personal delivery, registered mail, certified mail or other form of delivery for which proof of delivery is available. Communication to the Corporation shall be addressed to the Corporation's office. Communication to a Shareholder or its successor shall be addressed to the address appearing on the records of the Corporation, to the Shareholder's residence or business address, or to such other address designated by the Shareholder.

10. **Invalid Provision.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

11. **Amendment.** This Agreement may be changed, modified or amended only by a written agreement signed by all of the parties.

12. **Prior Agreement.** This Agreement supersedes any prior agreements entered into between the parties relating to the subject matter of this Agreement.

13. **Termination.** This Agreement shall terminate upon the occurrence of any of the following events, but termination shall not affect any right or obligation existing prior to the termination:

- A. The bankruptcy or voluntary dissolution of the Corporation;
- B. One Shareholder becomes the owner of all shares subject to this Agreement;
- C. The Corporation and all of the Shareholders who are parties to this Agreement sign a written instrument terminating this Agreement.

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

Signed, sealed and delivered
in the presence of:

Corporation:
(Name of Corporation),
a Florida corporation

_____ By: _____

_____ Title: _____

Witnesses

(Corporate Seal)

Shareholders:

_____ (Shareholder A)

Witnesses

_____ (Shareholder B)

Witnesses

_____ (Shareholder C)

Witnesses

_____ (Shareholder D)

Witnesses

(Shareholder E)

Witnesses

(Shareholder F)

Witnesses

CERTIFICATE OF AGREED PRICE

PURSUANT to the Stock Purchase Agreement dated _____, and entered into between (Name of Corporation), a Florida corporation, and the undersigned Shareholders, the Corporation and the undersigned Shareholders hereby agree that the purchase price for each share of stock shall be _____ Dollars (\$_____).

Date: _____

Signed, sealed and delivered
in the presence of:

Corporation:
(Name of Corporation),
a Florida corporation

_____ By: _____

_____ Title: _____

Witnesses

(Corporate Seal)

Shareholders:

_____ (Shareholder A)

Witnesses

_____ (Shareholder B)

Witnesses

_____ (Shareholder C)

Witnesses

_____ (Shareholder D)

Witnesses

(Shareholder E)

Witnesses

(Shareholder F)

Witnesses

Document Form # 265 — Employment Agreement

EMPLOYMENT AGREEMENT

AGREEMENT made as of the _____ day of _____, 20____, between (Name of Corporation), a Florida corporation, hereinafter called the "Corporation", and (Employee A), hereinafter called the "Employee".

In consideration of their mutual promises made herein, the parties hereby agree as follows:

- 1. Employment.** The Corporation hereby employs the Employee to work as a (Employee A's Job) and to work in such other capacity as the Corporation may direct from time to time and as is consistent with the Employee's position. The Employee shall at all times use the Employee's best efforts and shall promote the interests of the Corporation
- 2. Term.** The initial term of this Agreement shall be (Employee A's Term) commencing on (Employee A's Start Date). This Agreement shall automatically renew upon the same terms and conditions unless either party gives written notice to the other party at least thirty (30) days before the end of the term stating that this Agreement shall not automatically renew. Either party may cancel this Agreement at any time upon thirty (30) days written notice to the other party.
- 3. Compensation.** As compensation for the Employee's services, the Corporation shall pay the Employee a base salary of (Employee A's Base Salary) per (Employee A's Salary Period). In addition, the Corporation may pay the Employee bonuses from time to time in the discretion of its Board of Directors. Also, the Corporation may pay advances to the Employee from time to time to either be repaid by the Employee or charged to the Employee's compensation.
- 4. Expenses.** The Employee is expected to incur reasonable expenses for promoting and carrying on the business of the Corporation, including but not limited to entertainment, travel, professional education and similar expenses. The Corporation will reimburse the Employee for such expenses that are paid directly by the Employee.
- 5. Duty To Refund.** Any payments made to the Employee (such as salary, bonus, interest, rent, travel, entertainment or similar expense) which are disallowed in whole or in part as deductible expenses of the Corporation by the Internal Revenue Service shall be reimbursed by the Employee to the Corporation to the full extent of such disallowance. If the Employee fails to reimburse within a reasonable time after requested to do so by the Corporation, then the Corporation may withhold the amounts disallowed from future compensation to the Employee.
- 6. Law.** This Agreement has been made in the State of Florida and shall be construed under the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Corporation:
(Name of Corporation),
a Florida corporation

_____ By: _____

_____ Title: _____

Witnesses

(Corporate Seal)

Employee:

_____ (Employee A)

Witnesses

PART III MAINTENANCE — ANNUAL MEETING

Document Form # 300 — Letter to Client Re Annual Meeting

[Law firm letterhead]

Date: _____

(Correspondent Name)

(Correspondent Address)

RE: Annual Meeting of (Name of Corporation)

Dear (Correspondent Name):

As (Attorney) has discussed with you, the Shareholders of the corporation should meet at least annually to elect Directors and transact other business. The Board of Directors usually has its Annual Meeting immediately afterwards, during which it elects Officers and transacts its business.

This letter is a reminder that it is time to hold the Annual Meeting. Please call us to arrange a time for this. We look forward to hearing from you.

Very truly yours,

(Legal Assistant), Legal Assistant

Document Form # 301 — Minutes of Annual Meeting of Shareholders

**CALL AND WAIVER OF NOTICE OF ANNUAL MEETING
OF SHAREHOLDERS OF**

(Name of Corporation)

(Date of Annual Meeting of Shareholders)

We the undersigned, being Shareholders of the above Corporation, hereby consent and agree that the Annual Meeting of the Shareholders of the Corporation shall be held at the following place, date and time for the purpose of electing Directors and transacting such other business as may properly come before the meeting, and we hereby waive notice of the place, date, time and purposes of the meeting and agree that any business transacted at the meeting shall be as valid and effective as though the meeting were held after notice duly given and published:

Meeting Date: (Date of Annual Meeting of Shareholders)

Meeting Time: (Time of Annual Meeting of Shareholders)

Meeting Place: (Place of Annual Meeting of Shareholders)

(Shareholder A)

(Shareholder B)

(Shareholder C)

(Shareholder D)

(Shareholder E)

(Shareholder F)

**MINUTES OF ANNUAL MEETING OF SHAREHOLDERS OF
(Name of Corporation)**

(Date of Annual Meeting of Shareholders)

(Time of Annual Meeting of Shareholders)

(Place of Annual Meeting of Shareholders)

The Annual Meeting of the Shareholders of the above Corporation was held on the above date at the above time and place. The following persons were present at the meeting:

Shareholders: (Shareholders at Annual Meeting)

Attorneys: (Attorneys at Annual Meeting of Shareholders)

Others present by invitation: (Others at Annual Meeting of Shareholders)

Waiver of Notice. The Call and Waiver of Notice of this meeting signed by the Shareholders was presented and is filed preceding these Minutes.

Chairman and Secretary. (Chairman of Annual Meeting of Shareholders) was Chairman of the meeting, and (Secretary of Annual Meeting of Shareholders) was Secretary of the meeting.

President's Report. The President reported on the business operations and performance of the Corporation for the past year. The President also discussed the Corporation's financial statements. Upon motion duly made and carried, the financial report was accepted.

Election of Directors. The Chairman asked for nominations for the election of Directors of the Corporation. The following persons were duly nominated and unanimously elected to be all of the Directors of the Corporation: (Director A), (Director B), (Director C), (Director D), (Director E), and (Director F).

***INSERT OPTIONAL RESOLUTION PARAGRAPHS HERE:**

There being no further business to come before the Shareholders, the meeting was adjourned upon motion duly made and carried.

(Chairman of Annual Meeting of Shareholders), (Secretary of Annual Meeting of Shareholders),
Chairman Secretary

**RATIFICATION OF ANNUAL MEETING OF SHAREHOLDERS OF
(Name of Corporation)**

(Date of Annual Meeting of Shareholders)

We the undersigned, being Shareholders of the above Corporation, hereby ratify, approve and confirm all that has occurred at the Annual Meeting of the Shareholders of the Corporation which was held on the above date, the foregoing Minutes of which we have read. In signification of such ratification, confirmation and approval we hereby sign our names.

Dated as of (Date of Annual Meeting of Shareholders).

(Shareholder A)

(Shareholder B)

(Shareholder C)

(Shareholder D)

(Shareholder E)

(Shareholder F)

Document Form # 302 — Minutes of Annual Meeting of Directors

**CALL AND WAIVER OF NOTICE OF ANNUAL MEETING
OF BOARD OF DIRECTORS OF
(Name of Corporation)
(Date of Annual Meeting of Directors)**

We the undersigned, being Directors of the above Corporation, hereby call the Annual Meeting of the Board of Directors of the Corporation to be held at the following place, date and time for the purpose of electing Officers and transacting such other business as may properly come before the meeting, and we hereby waive notice of the place, date, time and purposes of the meeting and agree that any business transacted at the meeting shall be as valid and effective as though the meeting were held after notice duly given and published:

Meeting Date: (Date of Annual Meeting of Directors)
Meeting Time: (Time of Annual Meeting of Directors)
Meeting Place: (Place of Annual Meeting of Directors)

(Director A) (Director B)

(Director C) (Director D)

(Director E) (Director F)

**MINUTES OF ANNUAL MEETING OF BOARD OF DIRECTORS OF
(Name of Corporation)**

(Date of Annual Meeting of Directors)

(Time of Annual Meeting of Directors)

(Place of Annual Meeting of Directors)

The Annual Meeting of the Board of Directors of the above Corporation was held on the above date at the above time and place. The following persons were present at the meeting:

Directors: (Directors at Annual Meeting)

Attorneys: (Attorneys at Annual Meeting of Directors)

Others present by invitation: (Others at Annual Meeting of Directors)

Waiver of Notice. The Call and Waiver of Notice of this meeting signed by the Directors was presented and is filed preceding these Minutes.

Chairman and Secretary. (Chairman of Annual Meeting of Directors) was Chairman of the meeting, and (Secretary of Annual Meeting of Directors) was Secretary of the meeting.

President's Report. The President reported on the business operations and performance of the Corporation for the past year. The President also discussed the Corporation's financial statements. Upon motion duly made and carried, the Board of Directors accepted the financial report and ratified all of the acts of the Officers and Directors that were reported at this meeting

Election of Officers. The Chairman asked for nominations for the election of Officers of the Corporation. The following persons were duly nominated and unanimously elected to the following offices of the Corporation:

President	(President)
Vice President	(Vice President)
Secretary	(Secretary)
Treasurer	(Treasurer)
(Other Officer A's Title)	(Other Officer A)
(Other Officer B's Title)	(Other Officer B)
(Other Officer C's Title)	(Other Officer C)
(Other Officer D's Title)	(Other Officer D)

Annual Report. The President stated that the Annual Report to the Florida Department of State would be filed on behalf of the Corporation and that a copy would be placed in the Documents Book.

***INSERT OPTIONAL RESOLUTION PARAGRAPHS HERE:**

There being no further business to come before the Board of Directors, the meeting was adjourned upon motion duly made and carried.

(Chairman of Annual Meeting of Directors), (Secretary of Annual Meeting of Directors),
Chairman Secretary

Document Form # 303 — Letter to Client With Annual Meeting Minutes

[Law firm letterhead]

Date: _____

(Correspondent Name)
(Correspondent Address)

RE: Minutes of Annual Meeting of (Name of Corporation)

Dear (Correspondent Name):

Enclosed are Minutes of the Annual Meetings of the corporation's Shareholders and Board of Directors. Please have each person sign where indicated and return the originals to us in the enclosed envelope. The copies of the Minutes in the enclosed binder are your copies to keep. If you have any changes or questions about the Minutes, please call us.

***INSERT PARAGRAPH ABOUT ANY OTHER ENCLOSURES HERE:**

Very truly yours,

(Legal Assistant), Legal Assistant

Enclosures

Document Form # 304 — Bill for Annual Meeting and Minutes

[Law firm letterhead]

Date: _____

(Correspondent Name)
(Correspondent Address)

FOR PREPARATION OF MINUTES OF ANNUAL MEETING:

Meet with clients and hold Annual Meeting of Shareholders and Annual Meeting of Board of Directors; Discuss general business of Corporation; Prepare Minutes of Annual Meetings, with resolutions to support items reported; Send Minutes to client for signature.

***INSERT DETAILED DESCRIPTION OF OTHER SERVICES PERFORMED HERE:**

Fee for Legal Services:	\$ _____
Costs Advanced:	
Copies:	\$ _____
Postage:	\$ _____
Total Costs:	\$ _____
Total Due:	\$ _____

PART IV MAINTENANCE — QUARTERLY REPORT AND SPECIAL MEETING

Document Form # 400 — Quarterly Corporation Action Report

QUARTERLY CORPORATION ACTION REPORT

[Law firm letterhead]

Date: _____

Name of Corporation: _____

Calendar quarter which this report covers:

___ 1st(Jan-Mar) ___ 2nd(Apr-Jun) ___ 3rd(Jul-Sep) ___ 4th(Oct-Dec)

The following has occurred during this quarter:

- Place date action occurred on line to left of the action.
- Leave line blank if that action did not occur.
- Attach separate sheet to supply as much information as possible.

____ 666. The following Officer/Director Resigned: _____

Office Held: _____

Date Resignation Effective: _____

____ 667. The following Officer/Director was Removed: _____

Date Removal Effective: _____

____ 668. The following Officer was elected to the following vacant office:

Name of Person Filling Vacancy: _____

Vacant Office: _____

____ 653. Bank account authorized signatures were changed. Attach copy of new bank account signature cards and bank's corporate resolution form to place in Documents Book.

____ 654. New bank account opened: Bank Name: _____

Number of Signatures Required: _____

Persons Authorized To Sign Checks: _____

(Attach copy of new bank's signature cards and corporate resolution form to place in Documents Book)

____ 655. Account opened with investment broker: Broker Name: _____

____ 656. Mailing address of Corporation changed to:

Registered Office: _____

_____ 656. Registered Agent (person who will be served in case of lawsuit)
changed to: Registered Agent: _____

_____ 602. Corporation borrowed money from Shareholders:
Name of Lender Amount Borrowed

Interest on Loans: _____ % per annum
Interest Payable on Loans: (check one) ___ monthly; ___ quarterly;
___ annually; ___ at principal maturity; ___ other: _____
Principal Due on Loans: _____

_____ 602. Corporation borrowed money from others:
Name of Lender Amount Borrowed

(Attach copy of promissory notes, security agreements and other loan documents)

_____ 665. Corporation loaned money to Officers:
Borrower Principal Amount Date of Loan

Interest on Officers' Loans: _____ % per annum
Interest Payable on Officers' Loans: (check one) ___ monthly;
___ quarterly; ___ annually; ___ at principal maturity;
___ other: _____
Principal Due on Officers' Loans: _____

_____ 609. Corporation began using fictitious name (name which is not exactly the name
on corporate charter):
Fictitious Name: _____

_____ 612. Corporation leased real estate from Shareholder or Director:
Lessor of Realty: _____
Address of Realty Lessor: _____
Address of Leased Realty: _____
(Attach copy of deed or title insurance)
County of Leased Realty: _____
Term of Realty Leased: _____ (months)(years)
Date Realty Lease Starts: _____
Monthly Rent for Realty Lease: \$ _____
Date First Rent for Realty Due: _____
Authorized Use for Leased Realty: _____

_____ 612. Corporation leased real estate from another.

_____ 616. Corporation leased motor vehicles from Shareholder or Director:
Lessor of Motor Vehicles): _____
(Attach list of vehicles, year, make, model, ID number and monthly rent)

_____ 617. Corporation purchased motor vehicles. (Attach list of vehicles by year, make, model,

and ID number)

____ 614. Corporation leased other personalty (equipment, etc.) from Shareholders or Directors:

Lessor of Personalty: _____

(Attach list of items leased and monthly rent)

____ 614. Corporation leased other personalty from others.

____ 669. Corporation purchased personalty for \$2,000 or more.

Personalty Purchased: _____

____ 657. Base salary of Employee(s) changed:

Employee _____ New Base Salary

____ 658. Bonus paid to Employee(s):

Employee _____ Bonus

____ Other corporate activity for Board of Directors review, approval or action, such as major contracts, purchases, leases, personnel, etc.:

____ NO ACTIVITY in any of the above areas during this quarter.

NOTES:

-Do not purchase real estate in the corporate name without first obtaining legal advice because there may be adverse tax results.

-Do not declare dividends without first obtaining legal advice because there may be adverse tax results.

-Please call us if you desire to take any of the following actions:

- Change corporate name
- Amend Articles of Incorporation
- Amend Bylaws
- Adopt employee benefit plan

PLEASE CALL US IF YOU HAVE ANY QUESTIONS ABOUT COMPLETING THIS FORM.

Document Form # 401 — Letter to Client With Quarterly Corporation Action Report

[Law firm letterhead]

Date: _____

(Correspondent Name)

(Correspondent Address)

RE: Quarterly Corporation Action

Dear (Correspondent Name):

Enclosed is a Quarterly Corporation Action Report form. Please complete the form and return it to us in the enclosed envelope. Please return it even if there has been no activity since the last Report or meeting; just place a check mark on the last line to show that there has been no action to report.

If the Report shows action for which there should be Minutes of a Directors meeting, we will prepare the Minutes and send them to you for signature.

Please call us if you have any questions about the Report form.

Very truly yours,

(Legal Assistant), Legal Assistant

Enclosure

Document Form # 402 — Minutes of Special Meeting of Directors

**CALL AND WAIVER OF NOTICE OF SPECIAL MEETING
OF BOARD OF DIRECTORS OF
(Name of Corporation)
(Date of Special Meeting of Directors)**

We the undersigned, being Directors of the above Corporation, hereby call the Special Meeting of the Board of Directors of the Corporation to be held at the following place, date and time for the purpose of (Purpose of Special Meeting of Directors) and transacting such other business as may properly come before the meeting, and we hereby waive notice of the place, date, time and purposes of the meeting and agree that any business transacted at the meeting shall be as valid and effective as though the meeting were held after notice duly given and published:

Meeting Date: (Date of Special Meeting of Directors)
Meeting Time: (Time of Special Meeting of Directors)
Meeting Place: (Place of Special Meeting of Directors)

(Director A) (Director B)

(Director C) (Director D)

(Director E) (Director F)

**MINUTES OF SPECIAL MEETING OF BOARD OF DIRECTORS OF
(Name of Corporation)**

(Date of Special Meeting of Directors)

(Time of Special Meeting of Directors)

(Place of Special Meeting of Directors)

A Special Meeting of the Board of Directors of the above Corporation was held on the above date at the above time and place. The following persons were present at the meeting:

Directors: (Directors at Special Meeting)

Attorneys: (Attorneys at Special Meeting of Directors)

Others present by invitation: (Others at Special Meeting of Directors)

Waiver of Notice. The Call and Waiver of Notice of this meeting signed by the Directors was presented and is filed preceding these Minutes.

Chairman and Secretary. (Chairman of Special Meeting of Directors) was Chairman of the meeting, and (Secretary of Special Meeting of Directors) was Secretary of the meeting.

***INSERT OPTIONAL RESOLUTION PARAGRAPHS HERE:**

There being no further business to come before the Board of Directors, the meeting was adjourned upon motion duly made and carried.

(Chairman of Special Meeting of Directors), (Secretary of Special Meeting of Directors),
Chairman Secretary

Document Form # 403 — Letter to Client With Special Meeting Minutes

[Law firm letterhead]

Date: _____

(Correspondent Name)

(Correspondent Address)

RE: Minutes of Special Meeting

Dear (Correspondent Name):

Enclosed are Minutes of the Special Meeting of the Board of Directors of the corporation. Please have each person sign where indicated and return the originals to us in the enclosed envelope. The copy of the Minutes in the enclosed binder is your copy to keep. If you have any changes or questions about the Minutes, please call us.

***INSERT PARAGRAPH ABOUT ANY OTHER ENCLOSURES HERE:**

Very truly yours,

(Legal Assistant), Legal Assistant

Enclosure

Document Form # 404 — Bill for Special Meeting of Directors Minutes

[Law firm letterhead]

Date: _____

(Correspondent Name)
(Correspondent Address)

FOR PREPARATION OF MINUTES OF SPECIAL MEETING:

Attorney review Quarterly Corporation Action Report completed by client; Prepare Minutes of Special Meeting of Board of Directors of Corporation, taking action to support items reported; Attorney review Minutes; Send Minutes to client for signature.

***INSERT DETAILED DESCRIPTION OF OTHER SERVICES PERFORMED HERE:**

Fee for Legal Services:	\$ _____
Costs Advanced:	
Copies:	\$ _____
Postage:	\$ _____
Total Costs:	\$ _____
Total Due:	\$ _____

PART V MAINTENANCE — ANNUAL REPORT TO STATE

Document Form # 500 — Letter to Client re Annual Report to Department of State

[Law firm letterhead]

Date: _____

(Correspondent Name)
(Correspondent Address)

RE: Annual Report to Department of State

Dear (Correspondent Name):

The corporation's Annual Report must be filed with the Florida Department of State between January 1 and May 1 of each year. The Department should have notified you to file the form for this year by now. If not, you should go ahead and file the report now. This is important because the State will involuntarily dissolve the corporation if the Annual Report is not filed, which could result in personal liability to the Shareholders for activities of the corporation. If you would like us to prepare the form for you, please let us know.

Please send us a copy of your completed Annual Report so that we can place it in the corporate Documents Book.

Please call us if you have any questions.

Very truly yours,

(Legal Assistant), Legal Assistant

Document Form # 501 — Annual Report to Department of State

Instructions can be viewed on the Florida Department of State website here: <https://dos.myflorida.com/sunbiz/manage-business/efile/annual-report/instructions/>

Information regarding this form is on the Florida Department of State website here: <https://dos.myflorida.com/sunbiz/manage-business/efile/annual-report/>

PART VI CORPORATE RESOLUTION PARAGRAPHS

Document Form # 600 — Corporate Resolution Paragraphs

Corporate Resolution Paragraph # 601 — Assignment by Incorporators

Assignment by Incorporators. The Board of Directors reviewed the assignment to the Corporation by each Incorporator of any and all rights the Incorporator may have to purchase shares of the Corporation's stock by virtue of being listed as Incorporator in the Articles of Incorporation. Upon motion duly made and carried, the Board of Directors approved and accepted each assignment.

Corporate Resolution Paragraph # 602 — Loans to Corporation

Loans to Corporation. The Directors discussed the advisability of borrowing money for some of the Corporation's business needs. Upon motion duly made and carried, the Board of Directors resolved that the Corporation shall borrow the following amounts from the following lenders and authorized and directed the Officers to execute a promissory note in the name and behalf of the Corporation for each loan:

<u>Name of Lender</u>	<u>Principal Amount</u>
(Lender A)	(Lender A's Principal)
(Lender B)	(Lender B's Principal)
(Lender C)	(Lender C's Principal)
(Lender D)	(Lender D's Principal)
(Lender E)	(Lender E's Principal)
(Lender F)	(Lender F's Principal)

Each promissory note shall bear interest at the rate of (Interest on Loans) per cent per annum, such interest being payable (Interest Payable on Loans). The principal of each promissory note shall be payable (Principal Due on Loans).

Corporate Resolution Paragraph # 603 — Corporate Borrowing Without Separate Board Approval

Corporate Borrowing Without Separate Board Approval. The Board of Directors considered the advisability of authorizing certain Officers to borrow money for the Corporation from time to time without separate approval by the Board of Directors. Upon motion duly made and carried, it was resolved that the following Officers of this Corporation are hereby authorized by the Board of Directors to borrow money not exceeding a total of (Total Loan Limit of Officers) from time to time without the necessity of further or separate approval from the Board of Directors for each loan, to borrow such money from such lenders (including Officers, Directors, Members and

employees of the Corporation), for such periods of time and upon such terms as such Officers may determine, and to execute in the name and behalf of this Corporation promissory notes to evidence such loans: (Officers Authorized to Borrow).

Corporate Resolution Paragraph # 604.1 — S Corporation Status Not Elected

S Corporation Status Not Elected. The Board of Directors discussed the advisability of the Corporation's electing to be taxed pursuant to Subchapter "S" of the Internal Revenue Code. Upon motion duly made and carried, it was resolved that the Corporation shall not elect to be taxed pursuant to Subchapter "S" of the Internal Revenue Code at this time.

Corporate Resolution Paragraph # 604.2 — S Corporation Status Elected

S Corporation Status Elected. The Board of Directors discussed the advisability of the Corporation electing to be taxed pursuant to Subchapter "S" of the Internal Revenue Code. Upon motion duly made and carried, it was resolved that the Corporation shall elect to be taxed pursuant to Subchapter "S" of the Internal Revenue Code, that the Officers are hereby directed to recommend to the Shareholders that they elect Subchapter "S" treatment for the Corporation, that the Officers have IRS Form 2553 completed and signed by all Shareholders and an Officer on behalf of the Corporation and filed with the Internal Revenue Service, and that the Officers take such action and file such other forms as are necessary to carry out the foregoing.

Corporate Resolution Paragraph # 605 — Business

Business. The Board of Directors discussed the business to be conducted by the Corporation, the nature of which is (Nature of Business). It was noted that the Board of Directors expected active business operations to commence on or about (Date Business Operations to Commence).

Corporate Resolution Paragraph # 606 — Licenses

Licenses. The Board of Directors discussed the necessity of obtaining licenses from the appropriate agencies to operate the Corporation's business. Upon motion duly made and carried, the Board of Directors authorized and directed the Officers to determine which licenses would be necessary or advisable and to obtain such licenses from the appropriate agencies. The Board of Directors directed the Officers to inquire into licenses from the following agencies among others: (Licenses).

Corporate Resolution Paragraph # 607 — Signs, Stationery, Etc.

Signs, Stationery, Etc. The Board of Directors discussed the advisability of obtaining signs, stationery, business cards and other items showing the name of the Corporation. Upon motion duly made and carried, the Board of Directors authorized and directed the Officers to obtain such items for use in the Corporation's business as the Officers deem advisable.

Corporate Resolution Paragraph # 608 — Insurance

Insurance. The Board of Directors discussed the need to obtain insurance for the Corporation. Upon motion duly made and carried, the Board of Directors authorized and directed the Officers to investigate the need for the following types of insurance, as well as other types that the Officers deem advisable, and to obtain such insurance as they deem advisable: (Insurance) . It was noted that the Corporation's general insurance agent is (General Insurance Agent) and its life insurance agent is (Life Insurance Agent).

Corporate Resolution Paragraph # 609 — Fictitious Name

Fictitious Name. The Board of Directors discussed operating the Corporation's business under a name other than the corporate name. Upon motion duly made and carried, the Board of Directors decided to operate the business under the fictitious name "(Fictitious Name)", and the Board authorized and directed the Officers to register that name in accordance with Florida law and to place evidence of such registration in the Documents Book.

Corporate Resolution Paragraph # 610 — Trademarks

Trademarks. The Board of Directors discussed the trademarks used by the Corporation and their protection under the Florida and federal trademark laws. Upon motion duly made and carried, it was:

610.1 (Place notice of common law claim)

Resolved that the Officers are authorized and directed to place notice of the Corporation's common law claim to its trademarks adjacent to the marks wherever they appear in the Corporation's labels, advertising, signs, letterhead, business cards and elsewhere by using the symbol "TM" or "SM".

610.2 (Register under federal law)

Resolved that the Officers are authorized and directed to apply for registration of the Corporation's trademarks under federal law, to file evidence of such registration in the Documents Book when registered and to execute all documents and pay all expenses necessary to effect such registration.

610.3 (Register under state law)

Resolved that the Officers are authorized and directed to apply for registration of the Corporation's trademarks under Florida law, to file evidence of such registration in the Documents Book when registered, and to execute all documents and pay all expenses necessary to effect such registration.

Corporate Resolution Paragraph # 611 — Copyrights

Copyrights. The Board of Directors discussed the Corporation's rights under the U.S. copyright laws. Upon motion duly made and carried, it was

611.1 (Place copyright notice on works)

Resolved that the Officers are authorized and directed to protect the Corporation's copyrights in works created and obtained on behalf of the Corporation by placing the proper copyright notice on the works and by taking all other actions necessary to preserve the copyrights.

611.2 (Register copyrights)

Resolved that the Officers shall register the copyrights owned by the Corporation with the Copyright Office of the Library of Congress and shall take all actions necessary and proper to effect such registration.

Corporate Resolution Paragraph # 612 — Lease of Realty

Lease of Realty. The Board of Directors discussed the need to lease realty for the business of the Corporation and reviewed the terms of a certain lease. Upon motion duly made and carried, the Board of Directors approved the lease and authorized and directed the Officers to execute the lease in the name and behalf of the Corporation and to place a copy of it in the Documents Book.

Corporate Resolution Paragraph # 613 — Assignment of Lease of Realty

Assignment of Lease of Realty. The Board of Directors discussed the need to lease realty for the business of the Corporation and reviewed the terms of a certain assignment of a lease of realty presently leased to another. Upon motion duly made and carried, the Board of Directors approved the assignment of lease and authorized and directed the Officers to execute the assignment of lease in the name and behalf of the Corporation and to place a copy of it in the Documents Book.

Corporate Resolution Paragraph # 614 — Lease of Personalty

Lease of Personalty. The Board of Directors discussed the need to lease certain personalty for the business of the Corporation and reviewed the terms of a certain lease. Upon motion duly made and carried, the Board of Directors approved the lease and authorized and directed the Officers to execute the lease in the name and behalf of the Corporation and to place a copy of it in the Documents Book.

Corporate Resolution Paragraph # 615 — Purchase of Personalty

Purchase of Personalty. The Board of Directors discussed the need to purchase personalty for the business of the Corporation. Upon motion duly made and carried, the Board of Directors

authorized and directed the Officers to purchase such personalty for the Corporation as the Officers determined to be advisable for use in the business of the Corporation.

Corporate Resolution Paragraph # 616 — Lease of Motor Vehicles

Lease of Motor Vehicles. The Board of Directors discussed the need to lease one or more motor vehicles for the business of the Corporation and reviewed the terms of a certain lease. Upon motion duly made and carried, the Board of Directors approved the lease and authorized and directed the Officers to execute the lease in the name and behalf of the Corporation and to place a copy of it in the Documents Book.

Corporate Resolution Paragraph # 617 — Purchase of Motor Vehicles

Purchase of Motor Vehicles. The Board of Directors discussed the purchase of one or more motor vehicles for use in the Corporation's business. Upon motion duly made and carried, the Board of Directors resolved that the Officers of the Corporation are authorized and directed to purchase motor vehicles for the Corporation and to enter into such financing arrangements on behalf of the Corporation as the Officers deem advisable for such purchases.

Corporate Resolution Paragraph # 618 — Legal Forms

Legal Forms. The Board of Directors discussed the advisability of having the Corporation's legal counsel review legal documents to be used in the Corporation's business. Upon motion duly made and carried, the Board of Directors authorized and directed the Officers to work with the Corporation's legal counsel in preparing and reviewing forms and documents for use in the Corporation's business, including but not limited to the following: (Legal Forms).

Corporate Resolution Paragraph # 619 — Stock Purchase Agreement

Stock Purchase Agreement. The Board of Directors discussed the advisability of the Corporation's entering into a Stock Purchase Agreement with Shareholders of the Corporation for the purchase of shares of the Corporation's stock during the life and upon the death of a Shareholder. The Directors reviewed the form of such an agreement. Upon motion duly made and carried, the Board of Directors approved the Stock Purchase Agreement, a copy of which is in the Documents Book, and authorized and directed the Officers to execute the Agreement in the name and behalf of the Corporation and to take such other action and execute such other documents as are necessary and proper to carry out the terms of the agreement, including without limitation the placing of any required legend on certificates for shares subject to the Agreement.

Corporate Resolution Paragraph # 620 — Insurance to Fund Stock Purchase Agreement

Insurance to Fund Stock Purchase Agreement. The Board of Directors discussed the advisability of purchasing life insurance on certain Shareholders of the Corporation in order to

provide funds to purchase the shares of a deceased Shareholder in accordance with the Stock Purchase Agreement between the Shareholder and the Corporation. Upon motion duly made and carried, the Board of Directors decided that such life insurance would be purchased on the lives of the following Shareholders and that the Corporation would be the beneficiary of such policies: (Shareholders for Life Insurance).

Corporate Resolution Paragraph # 621 — Employment Agreement

Employment Agreement. The Board of Directors discussed the advisability of entering into employment agreements with certain employees of the Corporation and discussed the terms and provisions of such agreements. Upon motion duly made and carried, the Board of Directors authorized and directed the Officers to execute employment agreements in the name and behalf of the Corporation with the following employees of the Corporation in accordance with the terms discussed and to place a copy of the employment agreements in this Documents Book: (Employee A), (Employee B), (Employee C), (Employee D).

Corporate Resolution Paragraph # 622 — Compensation

Compensation. The Board of Directors discussed compensation for certain key employees of the Corporation. Upon motion duly made and carried, the Board of Directors decided that the following employees would be entitled to the following base compensation for their services to the Corporation:

<u>Employee Name</u>	<u>Compensation</u>
(Employee E)	(Employee E's Compensation)
(Employee F)	(Employee F's Compensation)
(Employee G)	(Employee G's Compensation)
(Employee H)	(Employee H's Compensation)

Corporate Resolution Paragraph # 623 — Bonus Compensation

Bonus Compensation. The Board of Directors discussed a policy for payment of bonuses to employees of the Corporation. Upon motion duly made and carried, the Board of Directors authorized and directed the Officers, in their discretion, to pay bonus compensation to one or more employees of the Corporation at such times and in such amounts as the Officers deem to be advisable, to be in the best interest of the Corporation and to be in support of employee productivity and morale; provided however, that this shall not limit the power of the Board of Directors to set or review bonus compensation as well.

Corporate Resolution Paragraph # 624 — (Reserved)

Corporate Resolution Paragraph # 625 — Employees

Employees. The Board of Directors discussed the necessity of hiring employees for the Corporation's business. Upon motion duly made and carried, the Board of Directors authorized and directed the Officers to employ such persons to work for the Corporation for such compensation and on such terms as the Officers deem advisable and as are not in conflict with any employment agreements or compensation arrangements which may be set by the Board of Directors for specific employees from time to time.

Corporate Resolution Paragraph # 626 — Employee Benefit Plan Feasibility

Employee Benefit Plan Feasibility. The Board of Directors discussed the possibility of adopting an employee benefit plan for employees. Upon motion duly made and carried, the Board of Directors directed the Officers to determine the feasibility of the Corporation's adopting such a plan and to report back to the Board of Directors.

Corporate Resolution Paragraphs # 627 649 — (Reserved)

Corporate Resolution Paragraphs # 650.1 — Change of Name (Shareholders' Meeting)

Change of Name. The Shareholders discussed the advisability of amending the Articles of Incorporation and the Bylaws to change the name of the Corporation. Upon motion duly made and carried, the Shareholders resolved that the Articles of Incorporation and the Bylaws shall be amended to change the name of the Corporation to (New Name of Corporation).

Corporate Resolution Paragraphs # 650.2 — Change of Name (Directors' Meeting)

Change of Name. The Directors discussed the advisability of amending the Articles of Incorporation and the Bylaws to change the name of the Corporation. Upon motion duly made and carried, the Board of Directors resolved that the Articles of Incorporation and the Bylaws shall be amended to change the name of the Corporation to (New Name of Corporation); and the Officers were authorized and directed to file Articles of Amendment with the Florida Department of State.

Corporate Resolution Paragraphs # 651.1 — Amend Articles of Incorporation (Shareholders' Meeting)

Amend Articles of Incorporation. The Shareholders discussed the advisability of amending the Articles of Incorporation in accordance with certain Articles of Amendment. Upon motion duly made and carried, the Shareholders adopted the Articles of Amendment to amend the Articles of Incorporation.

Corporate Resolution Paragraphs # 651.2 — Amend Articles of Incorporation (Directors' Meeting)

Amend Articles of Incorporation. The Directors discussed the advisability of amending the Articles of Incorporation in accordance with certain Articles of Amendment. Upon motion duly made and carried, the Board of Directors resolved that the Articles of Amendment are adopted to amend the Articles of Incorporation.

Corporate Resolution Paragraphs # 652.1 — Amend Bylaws (Shareholders' Meeting)

Amend Bylaws. The Shareholders discussed the advisability of amending the Bylaws in accordance with the document entitled "Amendment to Bylaws". Upon motion duly made and carried, the Shareholders adopted the Amendment to Bylaws.

Corporate Resolution Paragraphs # 652.2 — Amend Bylaws (Directors' Meeting)

Amend Bylaws. The Directors discussed the advisability of amending the Bylaws in accordance with the document entitled "Amendment to Bylaws". Upon motion duly made and carried, the Board of Directors adopted the Amendment to Bylaws.

Corporate Resolution Paragraphs # 653 — Bank Account Signatures Changed

Bank Account Signatures Changed. The Board of Directors discussed the advisability of changing the authorized signatures on the Corporation's bank accounts. Upon motion duly made and carried, the Board of Directors decided to change the authorized signatures to be in accordance with the resolution form of the bank, a copy of which is in the Documents Book.

Corporate Resolution Paragraphs # 654 — Bank Accounts

Bank Accounts. The Board of Directors discussed the advisability of opening a new bank account for the Corporation. After discussion and upon motion duly made and carried, it was resolved that the Officers of the Corporation are authorized and directed to establish corporate bank accounts with (Bank Name), that the bank's signed form of corporate resolution, a copy of which has been placed in the Documents Book, is hereby adopted and incorporated into these Minutes by reference and that the following persons are authorized to sign checks and withdraw funds on the Corporation's accounts with the signature of (Number of Signatures Required) of them: (Persons Authorized To Sign Checks).

Corporate Resolution Paragraphs # 655 — Investment Broker Account

Investment Broker Account. The Board of Directors discussed the advisability of opening an account with an investment broker. Upon motion duly made and carried, the Board of Directors authorized and directed the Officers to open an account with (Broker Name) and to sign in the

name and behalf of the Corporation such forms as are necessary to do so and to place a copy of the forms in the Documents Book.

Corporate Resolution Paragraphs # 656 — Registered Agent and Office

Registered Agent and Office. The Board of Directors reviewed the present designation of Registered Agent and Registered Office of the Corporation. After discussion and upon motion duly made and carried, the Board of Directors resolved to change the designation and designated (Registered Agent) as the Registered Agent and (Registered Office) as the Registered Office of the Corporation and directed the Officers of the Corporation to file this change with the Department of State of Florida on the proper form and to place a copy of the filed document into the Documents Book.

Corporate Resolution Paragraphs # 657 — Salary Changes

Salary Changes. The Board of Directors reviewed the base salaries of the Corporation's employees. Upon motion duly made and carried, the Board of Directors resolved to change the base salaries of the following employees to be as follows effective as of (Date Salary Change Effective):

<u>Employee</u>	<u>New Base Salary</u>
(Employee E)	(Employee E's Compensation)
(Employee F)	(Employee F's Compensation)
(Employee G)	(Employee G's Compensation)
(Employee H)	(Employee H's Compensation)

Corporate Resolution Paragraphs # 658 — Bonuses to Employees

Bonuses to Employees. The Board of Directors considered payment of bonuses to certain employees for their special contributions to the Corporation. Upon motion duly made and carried, the Board of Directors authorized and directed that the following employees receive the following bonuses:

<u>Employee</u>	<u>Bonus</u>
(Employee M)	(Employee M's Bonus)
(Employee N)	(Employee N's Bonus)
(Employee O)	(Employee O's Bonus)
(Employee P)	(Employee P's Bonus)

Corporate Resolution Paragraphs # 659 — Employee Benefit Plan Adopted

Employee Benefit Plan Adopted. The Board of Directors reviewed an employee benefit plan for the Corporation and discussed its advantages and disadvantages. Upon motion duly made and carried, it was resolved that the Corporation hereby adopts the employee benefit plan in the form presented to this meeting of the Board of Directors, a copy of which is in the Documents Book,

and the Officers of the Corporation are hereby authorized and directed to execute the plan in the name and behalf of the Corporation in order to effectuate the plan in accordance with its terms and provisions.

Corporate Resolution Paragraphs # 660 — [Reserved]

Corporate Resolution Paragraphs # 661 — Plan Consultant

Plan Consultant. The Board of Directors discussed engaging a plan consultant to assist the Directors and Officers in meeting the legal, accounting and tax requirements of qualified corporate employee benefit plans. Upon motion duly made and carried, the Board of Directors agreed to engage (Employee Benefit Plan Consultant) as plan consultant to the Corporation and authorized and directed the Officers to enter into such written agreement with the plan consultant as they deem advisable.

Corporate Resolution Paragraphs # 662 — [Reserved]

Corporate Resolution Paragraphs # 663 — [Reserved]

Corporate Resolution Paragraphs # 664 — Dividends

Dividends. The Board of Directors discussed the payment of dividends on the Corporation's common shares of stock. Upon motion duly made and carried, the Board of Directors declared a dividend of \$(Dividend) per share.

Corporate Resolution Paragraphs # 665 — Loans to Officers

Loans to Officers. The Directors discussed certain outstanding loans from the Corporation to certain Officers of the Corporation. Upon motion duly made and carried, the Board of Directors ratified and approved the following loans to the following Officers and authorized the Corporation to accept a promissory note payable to the Corporation from each borrower:

<u>Borrower</u>	<u>Principal Amount</u>
(Borrower A)	(Borrower A's Principal Amount)
(Borrower B)	(Borrower B's Principal Amount)
(Borrower C)	(Borrower C's Principal Amount)
(Borrower D)	(Borrower D 's Principal Amount)

Each promissory note shall bear interest at the rate of (Interest on Officers' Loans) per cent per annum, such interest being payable (Interest Payable on Officers' Loans). The principal of each promissory note shall be payable (Principal Due on Officers' Loans).

Corporate Resolution Paragraphs # 666 — Resignation

Resignation. The Chairman stated that the resignation of (Officer/Director Resigned) as (Office Held) had been received by the Corporation effective as of (Date Resignation Effective). Upon motion duly made and carried, the resignation was accepted.

Corporate Resolution Paragraphs # 667 — Removal

Removal. It was discussed whether to remove (Officer/Director Removed) from all positions and offices held in the Corporation. The provisions in the Florida Statutes, Articles of Incorporation, and Bylaws for removal were reviewed. Upon motion duly made and carried, it was resolved that (Officer/Director Removed) be and hereby is removed from all positions and offices held in the Corporation, effective as of (Date Removal Effective).

Corporate Resolution Paragraphs # 668 — Election To Fill Vacancy

Election To Fill Vacancy. The Chairman noted that the position of (Vacant Office) was vacant. The Chairman asked for nominations to fill the vacancy. Upon motion duly made and carried, (Person Filling Vacancy) was nominated and elected to the position of (Vacant Office) of the Corporation.

Corporate Resolution Paragraphs # 669 — Major Purchases

Major Purchases. The Chairman noted that the Corporation had made some major purchases since the last meeting of the Board of Directors. The Chairman reviewed those purchases with the Directors. Upon motion duly made and carried, the Board of Directors ratified and approved those purchases, including but not limited to the following: (Personalty Purchased).

PART VII MISCELLANEOUS DOCUMENT FORMS

Document Form # 700 — Notice of Meeting

**NOTICE OF MEETING
OF
[SHAREHOLDERS] [BOARD OF DIRECTORS]
OF
(Name of Corporation)**

A meeting of the [Shareholders] [Board of Directors] of the above Corporation shall be held on the following date at the following place and time for the following purpose and for transacting such other business as may properly come before the meeting:

Meeting Date: _____
Meeting Time: _____
Meeting Place: _____
Meeting Purpose: _____

Date: _____

(Secretary), as Secretary

Document Form # 701 — Minutes of Special Meeting of Shareholders

**CALL AND WAIVER OF NOTICE OF SPECIAL MEETING
OF SHAREHOLDERS OF**

(Name of Corporation)

(Date of Special Meeting of Shareholders)

We the undersigned, being Shareholders of the above Corporation, hereby consent and agree that a Special Meeting of the Shareholders of the Corporation shall be held at the following place, date and time for the purpose of (Purpose of Special Meeting of Shareholders) and transacting such other business as may properly come before the meeting, and we hereby waive notice of the place, date, time and purposes of the meeting and agree that any business transacted at the meeting shall be as valid and effective as though the meeting were held after notice duly given and published:

Meeting Date: (Date of Special Meeting of Shareholders)

Meeting Time: (Time of Special Meeting of Shareholders)

Meeting Place: (Place of Special Meeting of Shareholders)

(Shareholder A)

(Shareholder B)

(Shareholder C)

(Shareholder D)

(Shareholder E)

(Shareholder F)

**MINUTES OF SPECIAL MEETING OF SHAREHOLDERS OF
(Name of Corporation)**

(Date of Special Meeting of Shareholders)

(Time of Special Meeting of Shareholders)

(Place of Special Meeting of Shareholders)

A Special Meeting of the Shareholders of the above Corporation was held on the above date at the above time and place. The following persons were present at the meeting:

Shareholders: (Shareholders at Special Meeting)

Attorneys: (Attorneys at Special Meeting of Shareholders)

Others present by invitation: (Others at Special Meeting of Shareholders)

Waiver of Notice. The Call and Waiver of Notice of this meeting signed by the Shareholders was presented and is filed preceding these Minutes.

Chairman and Secretary. (Chairman of Special Meeting of Shareholders) was Chairman of the meeting, and (Secretary of Special Meeting of Shareholders) was Secretary of the meeting.

***INSERT OPTIONAL RESOLUTION PARAGRAPHS HERE:**

There being no further business to come before the Shareholders, the meeting was adjourned upon motion duly made and carried.

(Chairman of Special Meeting of Shareholders), (Secretary of Special Meeting of Shareholders),
Chairman Secretary

**RATIFICATION OF SPECIAL MEETING OF SHAREHOLDERS OF
(Name of Corporation)**

(Date of Special Meeting of Shareholders)

We the undersigned, being Shareholders of the above Corporation, hereby ratify, approve and confirm all that has occurred at the Special Meeting of the Shareholders of the Corporation which was held on the above date, the foregoing Minutes of which we have read. In signification of such ratification, confirmation and approval we hereby sign our names.

Dated as of (Date of Special Meeting of Shareholders).

(Shareholder A)

(Shareholder B)

(Shareholder C)

(Shareholder D)

(Shareholder E)

(Shareholder F)

Document Form # 702 — Proxy

PROXY

KNOW ALL MEN BY THESE PRESENTS: That I, (Shareholder), being a Shareholder of (Name of Corporation) and entitled to vote at the Annual Meeting of Shareholders, do hereby constitute and appoint (Proxy Holder) my true and lawful attorney-in-fact and proxy to attend and represent me at the Annual Meeting of the Shareholders of the Corporation to be held on (Date of Annual Meeting of Shareholders), or any continuation or adjournment thereof, with full power to vote and act for me and in my name, place and stead, in the same manner, to the same extent, and with the same effect that I might were I personally present thereat, giving to such proxy full power of substitution and revocation. Any proxy or proxies heretofore given by me to any person or persons whatsoever are hereby revoked.

Date: _____

(Shareholder)

Document Form # 703 — Articles of Amendment to Articles of Incorporation

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF**

(Name of Corporation)

Document Number of Corporation: _____

We the undersigned, being the President and Secretary of (Name of Corporation), a Florida corporation, hereby certify that the following Amendments to the Articles of Incorporation were duly adopted unanimously by all of the Directors and all of the Shareholders at a meeting duly held by them on the ____ day of _____, 20____, and the number of votes cast for the amendment by the Shareholders in a manner required by Florida Statutes Chapter 607 and by the Articles of Incorporation was sufficient for approval, and this amendment is effective on the date of this document:

AMENDMENTS

***INSERT AMENDMENTS HERE:**

For example: “Article _____ is amended to read as follows: ...”

In all other respects, the Articles of Incorporation shall remain as they were prior to this Amendment being adopted.

Date: _____

(President), as President

(Secretary), as Secretary

Document Form # 704 — List of Whom to Notify After Corporate Name Change

LIST OF WHOM TO NOTIFY AFTER CORPORATE NAME CHANGE

1. Banks, savings and loan associations and other financial institutions in which accounts are maintained.
2. Telephone company, power company, water company, cable company, gas company, internet provider, and other utilities.
3. Insurance companies for all types of insurance.
4. Suppliers.
5. Clients and customers.
6. Landlords.
7. Service contract companies.
8. Telephone directory listing.
9. Signs, advertising, letterhead, business cards, billing statements, business forms, purchase orders, contracts, invoices.
10. Magazine subscriptions.
11. Professional licensing organizations and regulatory agencies.
12. City and county occupational licenses.
13. State and County tax collector.
14. Unemployment compensation bureau.
15. Sales tax bureau.
16. Change corporate seal and stock certificates.
17. Post Office.
18. Email and web host providers.

NOTE: There may be others not listed whom you should contact.

Document Form # 705 — Amendment to Bylaws

AMENDMENT TO BYLAWS

(Name of Corporation)

The Bylaws of the above Florida corporation are amended by the [Board of Directors]
[Shareholders] of the Corporation as follows:

***INSERT AMENDMENTS HERE:**

For example: “Section _____ is amended to read as follows: ...”

In all other respects, the Bylaws shall remain as they were prior to this Amendment.

Date: _____

(President), as President

(Secretary), as Secretary

DIRECTORS:

SHAREHOLDERS:

Document Form # 706 — Amendment to Employment Agreement

AMENDMENT TO EMPLOYMENT AGREEMENT

AGREEMENT made as of (Date Salary Change Effective), between (Name of Corporation), a Florida corporation, hereinafter called "Employer", and (Employee), hereinafter called "Employee".

WHEREAS, the parties entered into an Employment Agreement dated (Date of Employment Agreement), which they now desire to amend;

NOW THEREFORE, in consideration of their mutual promises, the parties hereby amend the Employment Agreement as follows:

***INSERT AMENDMENTS HERE:**

For example: "Paragraph _____ of the Employment Agreement is hereby amended to read as follows:..."

In all other respects, the Employment Agreement shall remain as it was prior to this Amendment.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

CORPORATION:
(Name of Corporation), a Florida corporation

(President), as President

(Secretary), as Secretary

EMPLOYEE:

(Employee)

Document Form # 707 — Resignation

**RESIGNATION
(Name of Corporation)**

I, the undersigned (Office Held) of the above Corporation, hereby tender my resignation effective as of (Date Resignation Effective).

Dated as of (Date Resignation Effective)

(Officer/Director Resigned)

Document Form # 708 — Statement of Change of Registered Office or Agent

This form can be downloaded from the Florida Department of State website here: [http://
form.sunbiz.org/pdf/cr2e045.pdf](http://form.sunbiz.org/pdf/cr2e045.pdf)

Document Form # 709 — Promissory Note to Corporation

PROMISSORY NOTE TO CORPORATION

Date of Note: (Date of Loan)
Place Issued: (Registered Office)
Principal: (Borrower A's Principal)
Principal Payable: (Principal Due on Officers' Loans)
Interest Rate: (Interest on Officers' Loans) per cent per annum
Interest Payable: (Interest Payable on Officers' Loans)

FOR VALUE RECEIVED, the undersigned hereby promises to pay to the order of (Name of Corporation), a Florida corporation, the principal sum shown above together with interest at the rate shown above from the date hereof until paid in full. Principal and interest shall be payable as shown above. If any payment of principal or interest is not paid when due, then the entire unpaid principal and interest on this note may be declared immediately due and payable at the option of the holder of this note, without notice to the undersigned. The undersigned agrees to pay all costs of collection, including reasonable attorneys fees. The undersigned waives presentment, demand, protest, notice of dishonor and notice of protest.

(Borrower A)

Document Form # 710 — Assignment of Stock

ASSIGNMENT OF STOCK

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer to (Transferee of Stock), (Number of Shares Transferred) shares of the common stock of (Name of Corporation) represented by Certificate Number (Stock Certificate Number of Transferor) standing in the name of the undersigned on the books of said Corporation. The undersigned does hereby irrevocably constitute and appoint (Attorney to Transfer Shares) attorney to transfer the said stock on the books of the Corporation, with full power of substitution in the premises.

Date: _____

(Shareholder Transferor)

Document Form # 711 — Written Action by Consent in Lieu of Meeting of Shareholders

**WRITTEN ACTION BY CONSENT
IN LIEU OF MEETING OF
SHAREHOLDERS OF
(Name of Nonprofit Corporation)**

Pursuant to Florida Statutes § 607.0704, the undersigned, being Shareholders of (Name of Corporation), a Florida corporation, hereby take the following actions, adopt the following resolutions without a meeting, and consent to the following actions in lieu of holding a meeting of Shareholders, and this action is effective on the ____ day of _____, 20 ____:

***Insert Resolutions Here:**

Resolved, that _____

Signatures of Shareholders:

(Shareholder A) Date: _____

(Shareholder B) Date: _____

(Shareholder C) Date: _____

(Shareholder D) Date: _____

(Shareholder E) Date: _____

(Shareholder F) Date: _____

Document Form # 712 — Unanimous Written Action by Consent in Lieu of Meeting of Board of Directors

**UNANIMOUS WRITTEN ACTION BY CONSENT
IN LIEU OF MEETING OF
BOARD OF DIRECTORS OF
(Name of Nonprofit Corporation)**

Pursuant to Florida Statutes § 607.0821, the undersigned, being all of the Directors of (Name of Corporation), a Florida corporation, hereby unanimously take the following actions, unanimously adopt the following resolutions without a meeting, and unanimously consent to the following actions in lieu of holding a meeting of the Board of Directors, and this action is effective on the ____ day of _____, 20____:

***Insert Resolutions Here:**

Resolved, that _____

Signatures of All Directors:

(Director A) Date: _____

(Director B) Date: _____

(Director C) Date: _____

(Director D) Date: _____

(Director E) Date: _____

(Director F) Date: _____

REMINDERS

HOW TO SET UP AND USE A REMINDER SYSTEM

The purpose of a reminder system is to monitor the existence and meeting of deadlines. Other names for reminder systems are “ticklers” and “docket control” systems.

In order to work, all lawyers and staff must be involved in the operation of the system to be sure that all deadlines are entered and reviewed on a daily basis.

Most practice management systems on computers or online today include a reminder or docket control system. In addition, the primary office tools of Microsoft, Google and Apple include reminder systems.

Regardless of the type of reminder system used, it is imperative that some system be used. Studies have shown that the failure to meet deadlines results in more lawyer malpractice claims than any other error.

This book includes initial Reminders for the most common deadlines. The user should make additional Reminders for any deadlines that are not in this book.

LIST OF REMINDERS

- Reminder 1. Received Reservation of Corporate Name from Department of State? (optional)
- Reminder 2. Received certified copy of Articles of Incorporation from Department of State?
- Reminder 3. Received IRS tax identification number?
- Reminder 4. Received corporate kit from supplier?
- Reminder 5. Client set appointment for Organizational Meeting?
- Reminder 6. S corporation form 2553 should be filed with IRS. (optional)
- Reminder 7. Received financial information from accountant to complete Organizational Minutes?
- Reminder 8. Received return receipt on S corporation filed with IRS? (optional)
- Reminder 9. Received S corporation form approved & filed by IRS? (optional)
- Reminder 10. Received affidavit of newspaper that fictitious name notice was published? (optional)
- Reminder 11. Received filed Application for Registration of Fictitious Name from State? (optional)
- Reminder 12. Send Quarterly Corporation Action Report to client with Letter.
- Reminder 13. Received Quarterly Corporation Action Report from client?
- Reminder 14. Received signed Special Meeting Minutes & other documents from client?
- Reminder 15. Send Letter to client to set appointment for Annual Meeting.
- Reminder 16. Client set appointment for Annual Meeting?
- Reminder 17. Received signed Annual Meeting Minutes & other documents from client?
- Reminder 18. Send Letter to client to send us copy of Annual Report or instruct us to file Annual Report.

Reminder 19. Received copy of Annual Report from client or client instruct lawyer to file Annual Report?

Reminder 20. Received filed Annual Report with Secretary of State?

PROCEDURES

PROCEDURES FOR PERFORMING CERTAIN STEPS IN CHECKLISTS

Procedure 1 — Opening Office Files

There are four basic types of law practice management systems in use today for maintaining case files and records:

A. Legacy paper-based systems that use paper file folders and filing cabinets. These have been in use for over a hundred years and are still in use by many lawyers and law firms.

B. Paperless computer-based systems that use computer files and computer file folders without any paper files. These have been in use for the last two decades, and their value has become more important as a result of the COVID-19 pandemic.

C. Paperless online systems that can be accessed by Internet and do not necessarily maintain files on local computers. Examples are Clio, Cosmolex, Practice Panther, MyCase, Rocket Matter, and others. These have become more prevalent in the last decade, but are not yet used by the majority of lawyers.

D. Hybrid systems that combine one or more of the above.

Because of the variety of practice management systems, this book refers to the legacy paper-based method of practice management because it can be easily correlated to a paperless or hybrid system. With that in mind, here is the process for opening office files for a new corporation client:

The office files for a corporate client consist of a general file and a minutes/documents file. The general file will contain on the right side all correspondence, bills, research and miscellaneous matter. The general file will contain on the left side all Fact Sheets and Checklists for that client. The general file may also include on the left side the Corporation Directory and the Corporation Status Sheet (see Procedure 9).

The minutes/documents file contains on the right side copies of all of the minutes of the corporation and on the left side copies of the documents of the corporation. The minutes/documents file should be an exact duplicate of the corporation's minute book and documents book (see Procedure 13).

The file folders should be study kraft folders with Acco fasteners pre-fastened. Each folder should be labeled with the name of the corporation and either "General File" or "Minutes/Documents File". The following additional steps should be completed: enter client and file

names in master index file of clients; set reminder for date by which documents must be typed; enter costs advanced and fees to be billed to client.

Procedure 2 — Checking Availability of Corporate Name

The Division of Corporations of the Florida Department of State maintains an online file of all corporations and other entities organized and registered in Florida.

F.S. § 607.0401 requires that the name of a new corporation be distinguishable from the names of all other entities or filings on file with the Department, except fictitious names and partnerships (see Law Reference for Article 1 of Document Form # 101 Articles of Incorporation).

Therefore, the availability of the name must be checked by searching the Division of Corporations website here: <https://dos.myflorida.com/sunbiz/search/>.

All three names listed on Fact Sheet I should be checked, and the first one available should be circled. If any of the names checked is already in use, full information should be obtained about the corporation using that name so that the client may investigate whether it is active and whether the name can be acquired; such information should include the date of incorporation, charter number, active or dissolved status, names and addresses of directors, officers and registered agent.

Procedure 3 — Reserving Corporate Name (Optional)

The client may want to reserve the name of the new corporation if someone else might claim it before the Articles of Incorporation can be signed and filed. See the Law Reference to Document Form # 150 Application To Reserve Corporate Name for an explanation of the law. The application letter must be signed and mailed to the Division of Corporations with a check for the proper filing fee (see "Fees of Division of Corporations" behind the How To Use tab). Reminder 1 should be set for two weeks for the Division to return a copy of the application indicating that the name is reserved.

Procedure 4 — Typing Part I (Incorporation) Documents

Fact Sheet I is arranged in the order of the Document Forms to be typed and includes all of the factual information necessary to fill in the blanks in the Document Forms. The Document Forms to be typed are the standard documents (except those which have been crossed out) and the optional documents which have been checked off by the lawyer. The variable information is shown in each Document Form by parentheses as follows: (Name of Variable Information).

Procedure 5 — Signing Agreement To Form Corporation (Optional)

A copy of the Articles of Incorporation of the proposed corporation should be attached to the original and each of the copies of the Agreement To Form Corporation. Each party to the Agreement should sign the Agreement at the end, but should not sign the Articles since they are only an exhibit. Enough copies should be signed so that each party gets a fully-signed original of the Agreement. An original of the fully-signed Agreement should be placed in the Documents Book (see Procedure 13), and a copy should be placed in the minutes/documents file. A reminder should be set for the date when the Articles should be signed and filed with the State, although there is no deadline unless one is stated in the Agreement. The Agreement should not be filed with the State.

Procedure 6 — Meeting With Client To Sign Part I (Incorporation) Documents

Because the lawyer has already discussed the Articles of Incorporation and other documents with the client in completing Fact Sheet I, it is not usually necessary for the lawyer to be present when the client signs them. The documents are fairly simple and clear (unlike the Organizational Meeting documents which are more complex and need explanation), and the legal assistant can save the lawyer's time (and save the client the lawyer's expense) by meeting with the client to have these documents signed. The legal assistant can even review the engagement letter with the client because the lawyer would have reviewed the fee and other terms of the engagement in the initial conference while completing Fact Sheet I. The legal assistant should collect the fee retainer and cost deposit from the client at this time if it was not paid at the initial conference (see Law Reference to Document Form #104 Engagement Letter to Client). The original and two copies of the Articles of Incorporation should be fully signed.

Procedure 7 — Filing Part I (Incorporation) Documents With State

The Articles of Incorporation must be filed with the Division of Corporations of the Florida Department of State for the existence of the corporation to commence. There are three ways to do this (see <https://dos.myflorida.com/sunbiz/forms/corporations/>):

A. **Paper by U.S. Mail.** This is the method presumed by this book. The proper filing fee should be enclosed (see "Fees of Division of Corporations" behind the How To Use tab). A signed copy of the Articles should be sent with the original Articles; the State will date-stamp the copy and attach a certification that it is a certified copy; this copy will be filed in the Documents Book of the corporation (see Procedure 13). Reminder 2 should be set for two weeks for the certified copy to be received from the State. An extra signed copy of the Articles should be kept in the file when sending the original and signed copy to the State in case those sent are lost.

B. **Paper by FedEx, UPS or Courier.** This method is the same as by U.S. Mail, except that it might be quicker than the U.S. Mail, and it can provide proof of delivery.

C. **Paper by Fax.** This is the quickest method, but it requires having a Prepaid Sunbiz E-File Account. Otherwise, it is the same as filing by mail or courier.

D. **Electronically Online.** This method requires use of a very basic form of articles of incorporation instead of the form in this book.

The State's processing times for articles of incorporation varies, but can be viewed here: <https://dos.myflorida.com/sunbiz/document-processing-dates/> .

The articles of incorporation will appear by searching for the new corporation's name online here when they have been processed: <https://dos.myflorida.com/sunbiz/search/> .

Procedure 8 — Filing IRS Form SS-4 Employer Identification Number

If the client has an accountant, then it is best to ask the accountant to prepare and file this form because it is a tax form rather than a legal form. The accountant can be asked to send a copy to the attorney before it is filed so that the attorney can confirm the correct spelling of the corporate name (it must be identical to the articles of incorporation).

The original of this form should be sent to the Internal Revenue Service with its cover letter (Document #106) as soon as the corporation's articles of incorporation have been filed by the Florida Division of Corporations. A photocopy of the form should be filed in the client's general file.

An alternative is for the client to apply online for the employer identification number at the IRS website here: <https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online> .

The above website also explains how to apply by fax or phone.

Procedure 9 — Keeping Corporation Directory and Corporation Status Sheet

The Corporation Directory (Document Form #108) and Corporation Status Sheet (Document Form #109) should be kept in a 3-ring notebook of corporate clients (or in a paperless electronic file of all corporate clients). The Directory and Status Sheet for each client should be filed alphabetically by the name of the corporation for easy reference. A copy of the Directory and Status Sheet may be placed in the client's file, but there is an advantage in keeping only one Directory and Status Sheet, in the 3-ring notebook, in that it might avoid mistakes in updating them. The Directory and Status Sheet should be prepared when the Articles of Incorporation are typed and should be continuously updated whenever there is a change or additional information,

such as after the Organizational Meeting, annual meetings and special meetings. Also see the Law Reference to these two forms.

Procedure 10 — Meeting With Directors at Organizational Meeting (Fact Sheet II)

The organizational meeting of the board of directors is usually an informal meeting, as are most meetings of closely held (only a few shareholders) corporations. Fact Sheet II is a fairly detailed checklist of what should be done at the organizational meeting. The list in Fact Sheet I of Codenames of the persons involved in the corporation can be used again to save time in completing Fact Sheet II. (Codenames could be as simple as initials instead of full names.) The information for the standard resolutions must be completed.

Because this is the first meeting with the client regarding operation of the new corporation and because most of the meeting consists of the rendering of legal advice, the lawyer should conduct the meeting rather than a legal assistant. The lawyer should discuss with the client in detail the operations and business of the corporation so that potential legal problems can be discussed and possibly avoided. The client will appreciate this concern with prevention because it will save it the expense of legal fees that could occur if potential problems had not been detected.

Procedure 11 — Electing "S" Corporation Status (Optional)

If the client has an accountant, then it is best to ask the accountant to prepare and file this form because it is a tax form rather than a legal form. The accountant can be asked to send a copy to the attorney before it is filed so that the attorney can confirm the correct spelling of the corporate name (it must be identical to the articles of incorporation).

The general meaning of S corporation status is discussed in the Law Reference to Document Form #254 IRS Form 2553 Election By Small Business Corporation. As stated in that Law Reference, the form must be filed with IRS in a timely manner.

In most cases, the corporation's tax year begins with the date of incorporation. However, it may be earlier than that if bank accounts or other assets were acquired by the promoters in the name of the corporation before the Articles of Incorporation were filed. Therefore, it is best to assume the deadline is based on the earliest date of those dates.

Procedure 12 — Typing Part II (Organizational Meeting) Documents

The procedure for typing these documents is similar to that for Part I incorporation documents (see Procedure 4). Thus, the documents should be typed in a batch. Fact Sheet II lists the standard and optional documents to be typed as well as the variable information to be typed into the documents' blanks. Because the minutes and documents will be filed into the Minutes Book

and the Documents Book, which are letter-size, all of the documents should be typed on letter-size paper (see Procedure 13). There are a number of blanks in the documents which require information to be supplied by the corporation's accountant.

Procedure 13 — Assembling Minutes and Documents Books

This step is one of the most important in the entire incorporation process because it shows the product of all the legal work performed. If this end product does not appear professional and business-like, then regardless of how well-worded the documents are and how accurately the work was performed, the client will only see a sloppy product. Therefore, all paper and record books should be of high quality. For information about corporation record books and kits, see "Useful Supplies and Equipment" in the How To Use section.

Because the corporate kit is usually printed by a vendor, it is important that the printing on the stock certificates and corporate seal is checked to be sure that all information is correct and not misspelled. (The name of the corporation should be exactly as it appears in the articles of incorporation.)

The original minutes and documents that have been typed should be placed into the books in the order in which they are listed on the List of Document Forms behind the Document Forms tab (in the order of their Document Form numbers). The Table of Contents of the two books should then be completed.

If optional Document Form #264 Stock Purchase Agreement was selected, the legend required by the agreement must be typed on the reverse side of the stock certificates. The legend should not be typed on the certificates until the agreement has been signed by all parties because clients sometimes change their minds and decide against a stock purchase agreement or have difficulty in agreeing upon its provisions.

The Minutes and Documents Books of the corporation can be kept in the lawyer's office because it is less likely that the Books will become disorganized or out of date. The lawyer's staff should be organized and should understand the importance of keeping the Books current at all times. One can never predict when the IRS may audit the corporation and request to examine the corporation's Minute Book or when another party may do so in litigation.

The lawyer should give the client a copy of all minutes and documents bound in a nice binder (see Procedure 19).

Procedure 14 — Meeting Client To Sign Part II (Organizational Meeting) Documents

The Minutes and Documents Books which are the product of Part II contain many complex documents which might confuse clients if the documents were just mailed to them for signatures.

Because these documents are the tangible product of the lawyer's work, it is important that the lawyer review them with and explain them to the client. It is most convenient to have the client sign each document as it is reviewed. This also avoids the frequent problem of mailed documents that are lost or not fully signed.

An alternative procedure would be to email the documents to the client to sign electronically using a service such as DocuSign or Citrix RightSignature.

This could be done during a video conference on Zoom, Microsoft Teams, Apple FaceTime, or other services.

During this meeting, the lawyer should also review with the client the Letter To Client After Incorporation (Document Form #215), which explains the legal necessity for annual meetings and Annual Reports to the State. It also explains the process for maintenance of the corporation by use of the Quarterly Corporation Action Reports (Document Form #400). A blank Quarterly Report should be given to the client at this meeting so that the client can complete it during the present quarter.

The letter also explains how contracts and other documents should be signed on behalf of the corporation to avoid personal liability to the individual signing. The client should also be told that the accountant is responsible for setting up the accounting books and filing tax returns.

Finally, the client should be given a "request for reimbursement" form with instructions for its use (see Law Reference to Document Form #218 Employee's Request For Reimbursement From Corporation).

If the client is incorporating an existing business, then the lawyer should review with the client the Letter To Client re Transfer of Business (Document Form #216) so that the client will have a written list of who, at a minimum, should be informed of the incorporation.

Procedure 15 — Registering Fictitious Name (Optional)

See the Law Reference to Document Form #256 Notice of Fictitious Name for an explanation of the reason for registration. The requirements of the statute should be followed closely.

The Notice of Fictitious Name (Document Form #256) should be sent to the newspaper with the Letter To Newspaper To Publish Fictitious Name (Document Form #257). The newspaper must be one which meets the statutory requirements for a newspaper publishing legal notices. The newspaper will usually send the law office a copy of the publication, which should be checked by the lawyer or legal assistant for errors. After publishing, the newspaper will send the law office an affidavit with a clipping of the notice as proof that it has been published properly.

The Application for Registration of Fictitious Name (Document Form #258) should be filled in and sent to the Florida Division of Corporations with the correct filing fee. This can be fax filed if the lawyer has a Prepaid Sunbiz E-File Account.

As an alternative, this can be filed online here: <https://dos.myflorida.com/sunbiz/forms/fictitious-name/> .

A copy of the filed Application should be sent to the client, a copy should be placed in the corporation Documents Book and another copy should be placed in the minutes/documents file.

Procedure 16— Paying Documentary Stamps and Affixing Corporate Seal

After all of the documents in the Minutes and Documents Books have been signed, documentary stamps taxes should be paid on any promissory notes and any other taxable documents, as required by law. The client's accountant should be asked to assist the client in doing this because it is a tax matter rather than a legal matter.

If a Stock Purchase Agreement has been signed, the legend required on the stock certificates should be typed on the reverse side of each certificate and the certificates should be delivered to each shareholder.

The corporate seal should be affixed to each document in the Minutes and Documents Book that indicates a seal should be affixed. It should also be affixed to each of the initial stock certificates.

Procedure 17 — Holding Annual Meetings of Shareholders and Directors

The annual meetings of shareholders and directors are usually informal. It is sometimes helpful to prepare an agenda and script for the chairman if there are many shareholders, but that is not usually done in closely held corporations. Notices of the meetings are not ordinarily sent because a call and waiver of notice is usually signed by all of the shareholders and directors (see Document Forms #301 and #302). A form for notice of meeting is provided in this book (see Document Form #700) in case it is needed.

The annual meetings need not be held at any certain time as long as they are held annually and in accordance with the Bylaws. Sometimes it is convenient to meet annually during the last month of the corporation's fiscal year in order to make decisions regarding employee compensation and benefits. It may be convenient to hold the meetings two or three months after the end of the fiscal year so that the previous year's financial statements will be available to review at the meeting. The most important concern is that the annual meetings be held and not be put off.

The lawyer should meet with the client for the annual meeting because it involves the rendering of legal advice. Fact Sheet III should be completed during the annual meeting; it contains a checklist of the optional resolutions that were listed on Fact Sheet II, plus additional resolutions

which may be adopted. The selection of a resolution automatically chooses the resolution paragraph from Document Form #600 to be typed in the minutes of the meeting, just as it did when using Fact Sheet II for the organizational meeting. The blank at the end of the list of optional resolutions should be checked if additional resolutions have been drafted and attached to Fact Sheet III. The standard documents listed at the end of Fact Sheet III will be typed unless they are crossed out; the optional documents desired should be checked from the list below the standard documents' list.

The annual meetings provide a good opportunity to discuss with the client the advantages of a stock purchase agreement, lease agreement and other legal documents that may not have been needed at the time of the organizational meeting. These are listed with the optional resolutions on Fact Sheet III.

Procedure 18 — Typing Part III (Annual Meeting) Documents

This procedure is similar to Procedures 4 (Incorporation) and 12 (Organizational Meeting), which should be referred to. Fact Sheet III lists the standard and optional documents to be typed and contains all of the information necessary to fill in the blanks. If the options for amending the Articles of Incorporation or Bylaws or for changing the registered agent or office have been selected, see the applicable procedure in Procedures 21, 22 or 23.

Procedure 19 — Sending Copies of Minutes and Documents to Client

The client's copies of major documents, such as organizational meeting minutes, corporate documents, annual meeting minutes, special meeting minutes and other documents prepared for the corporation, should be of high quality and neatly bound (see "Useful Supplies and Equipment" behind the How To Use tab for a suggested binder). These documents are the tangible evidence to the client of the lawyer's effort and should reflect the highest competence and professionalism. Copies should also be sent to the other persons listed in the Corporation Directory to receive copies of documents, including the accountant, if so indicated.

A copy of every letter and document received or prepared in the client's behalf should also be filed in either the general file or the minutes/documents file. When documents to be signed are sent to the client with the client's copies of the documents, notes should be attached designating which documents should be signed and returned and which should be kept.

Procedure 20 — Following Up After Annual and Special Meetings

After the client returns the signed minutes of an annual or special meeting, the following should always be done: the Corporation Directory (#108) and Status Sheet (#109) should be updated (See Procedure 9); the List of Current Officers and Directors (#208) should be updated; the Tables of Contents of the Minutes and Documents Books should be updated; the corporate seal

should be affixed wherever a document indicates it is to be affixed; the corporation's Minutes and Documents Books and the office files should be checked to be sure that all work has been done.

Procedure 21 — Amending Articles of Incorporation (Optional)

See the Law Reference to Document Form #703 Articles of Amendment To Articles of Incorporation for an explanation of the legal requirements for amending the Articles. After the corporation's shareholders and directors have approved the amendment, the Articles of Amendment are signed and filed with the Division of Corporations of the Florida Department of State. The procedure is similar to that for filing Articles of Incorporation; a signed copy of the Articles of Amendment should accompany the signed original so that the State can date-stamp it, attach a certification and return it to the law office for filing in the Documents Book. The filing fee should also be sent to the State (see "Fees of Division of Corporations" behind the How To Use tab). The Corporation Status Sheet should be updated after amending the Articles of Incorporation. If the Articles of Incorporation are amended to change the name of the corporation, the availability of the corporate name should be checked (see Procedure 2), the bylaws should be amended (see Procedure 22) and the List of Whom To Notify After Corporate Name Change (Document Form #704) should be sent to the client

Procedure 22 — Amending Bylaws (Optional)

The shareholders and/or directors should take the appropriate action to amend the Bylaws in accordance with the Articles of Incorporation and Bylaws. The Amendment To Bylaws (Document Form #705) can then be prepared, signed and placed in the Documents Book. A copy should be sent to the client and other persons named on the Corporation Directory to receive copies, and a copy should be placed in the minutes/documents file. Amendments to bylaws are not filed with the State. The Corporation Status Sheet should be updated after amending the bylaws.

Procedure 23 — Changing Registered Office or Agent

The Statement of Change of Registered Office or Agent (Document Form #708, which is available from the Department of State; see "Useful Supplies and Equipment" behind the How To Use tab) should be filled in and signed by the registered agent (new one) and by an officer or director. The signed original should be sent with a signed copy to the Division of Corporations, Florida Department of State, with the proper filing fee (see "Fees of Division of Corporations" behind the How To Use tab). The State will return the copy date-stamped so that it can be filed in the Documents Book. Photo copies should be sent to the client and placed in the minutes/documents file.

Procedure 24 — Using the Quarterly Corporation Action Report

For an explanation of the purpose of this form, see the Law Reference to Document Form #400. This form is actually Fact Sheet IV, but it is designated a Document Form because it is filled in by the client.

To most efficiently manage a corporate practice, this form and its cover letter (Document Form #401 Letter To Client With Quarterly Corporation Action Report) should be sent to all corporation clients simultaneously at the beginning of each new calendar quarter (January, April, July and October). Reminder 12 should be set for each corporation client to remind the staff to send the forms and letters. It is important that they be sent timely because the client will be expecting this service, based on the previous discussions with the lawyer and previous letters.

The lawyer will review the Report when the client returns it and will decide which documents should be prepared from those listed on Checklist IV. The standard and optional documents are listed on the checklist rather than on the fact sheet. If the lawyer decides that special meeting minutes should be prepared, it will be necessary to determine the time and place of the meeting and fill them in on Checklist IV.

Procedure 25 — Typing Part IV (Special Meeting) Documents

This procedure is similar to Procedure 18 (Annual Meeting) except that the standard and optional documents are listed on Checklist IV instead of a fact sheet. There is no fact sheet for this part; there is a Quarterly Corporation Action Report which is filled in by the client instead.

Procedure 26 — Filing Annual Reports With Department of State (Part V)

The Law Reference to Document Form # 501 Annual Report To Department of State explains the legal requirements for this form. A reminder to file the form is usually sent by the State to all corporations in the month of January, but this should not be relied on because the corporation will be dissolved if the Annual Report is not timely filed whether or not the form was received.

Procedure 27 — Using Return Address Envelopes

Whenever a document is sent to the client for signature, a number 9 envelope with your address printed as the addressee can be included for the client's convenience. This will help assure the prompt return of the signed document. The envelopes can be printed in different colors to signify different types of matters. Their size is slightly smaller than the standard number 10 business envelope so that they fit into a number 10 without folding.

LAW REFERENCES

LAW REFERENCES TO DOCUMENT FORMS

The purpose of these Law References is to explain why the author included each Document Form in this book and to set forth the statutory basis for certain forms. For that reason, these Law References appear in the same order in which the Document Forms appear in the section of this book reserved for them. The Forms that require no explanation are omitted from these References.

Law Reference to # 101 Articles of Incorporation

Statute: F.S. § 607.0202

This statute sets forth the minimum contents of the Articles of Incorporation as well as some of the optional contents. Document Form 101 is fairly simple because the Articles of Incorporation are usually written in broad language to avoid frequent amendments. Detailed provisions for internal corporate affairs are best left to the Bylaws and resolutions of the Board of Directors, which are not on public record and which can be changed by the corporation without filing an amendment with the State.

However, if the shareholders or directors are likely to disagree over any matter, then that matter should be stated in the Articles of Incorporation to avoid a future dispute. Many provisions may be added to the Articles of Incorporation in addition to those shown in this Form, but the author has not found them to be necessary most of the time so they have been omitted.

Forms for articles on preferred shares, nonvoting shares and other more complex matters may be found in many good form books and may be added when needed.

Article 1. Name. F.S. § 607.0401 requires that the corporate name contain the word "corporation", "company", or "incorporated" or one of the abbreviations to clearly indicate that it is a corporation instead of a natural person, partnership, or other entity. The name must also be distinguishable from the names of all other entities or filings on file with the Florida Department of State, unless the written consent of the other entity is filed with the Articles and the corporate name is such that it is not identical to the other name. It is important to note that the filing of the Articles of Incorporation with a specific name does not include the adjudication of the legality of such use. Thus, a name to which another claims a federal or common law trademark should not be used in a corporate name without permission.

Article 3. Registered Agent and Office. F.S. § 607.0501 requires the appointment of an initial registered agent and initial registered office in the State of Florida. The registered agent's business address must be identical with the registered office. The Registered Agent must accept that position by signing the Articles.

Article 4. Shares. Unless there is a specific reason to issue no par value stock, it is easiest to issue par value stock because the corporation's stated value is easier to compute.

Article 6. Purpose. F.S. § 607.0301 states the corporate purpose as engaging in any lawful business unless a more limited purpose is set forth in the articles. Unless shareholder disagreement over corporate purposes is likely, such a broad purpose should be sufficient. A specific purpose clause can also be included to state the specific business that is initially contemplated. See Option 2. Note that it is not necessary to enumerate the powers of the corporation because F.S. § 607.0302 grants corporations such broad powers that the restatement of them may in fact limit those powers.

Article 7. Board of Directors. F.S. § 607.0802 states the qualifications of the Directors. F.S. § 607.0801 states the duties of directors. F.S. § 607.0830 states the general standards for directors. F.S. § 607.0805 provides that the initial Directors hold office until the first shareholders' meeting at which directors are elected. F.S. § 607.0803 requires that the board of directors consist of one or more individuals.

Article 8. Officers. F.S. § 607.08401 requires that either the articles of incorporation or the bylaws describe the officers and how they are elected or appointed. It is not necessary that they be called president, vice president, secretary, treasurer, assistant secretary, assistant treasurer, etc., but it might avoid doubt regarding the power and authority of an officer if those terms are used for a new corporation.

Article 9. Incorporators. F.S. § 607.0201 requires one or more persons act as incorporators by filing the articles of incorporation.

Article 11. Amendment. The authority and procedure for amending the Articles of Incorporation are set forth in F.S. § 607.1001 and thereafter.

Manner of Execution. F.S. § 607.0120 requires that the Articles be signed by an incorporator.

Optional Article 1. Indemnification. F.S. § 607.0850 through F.S. § 607.0859 grants corporations broad powers to indemnify their directors, officers, and certain others. The power need not be stated in the Articles of Incorporation for the corporation to have that power; however, the power is only permissive in that case. If the incorporators desire to make indemnification mandatory on the corporation, such a provision should be added to the Articles of Incorporation.

Optional Article 3. Preemptive Rights. Preemptive rights are privileges accorded to existing shareholders to purchase or subscribe for newly-issued stock before such stock is sold or subscribed to by strangers to the corporation. F.S. § 607.0630 states that shareholders do not have preemptive rights unless those rights are granted in the Articles of Incorporation. Thus, if the incorporators desire, this optional article should be added to grant those rights.

Optional Article 4. Stock Transfer Restrictions. Restrictions on the transferability of stock are specifically authorized by F.S. § 607.0627. If used, this provision should be accompanied by adoption of a stock purchase agreement at the organizational meeting so that the price and terms of the offer to purchase are agreed upon in advance.

Optional Article 5. Rights of Initial Directors. F.S. § 607.0732 allows agreements among shareholders. This particular provision is useful when there are several shareholders, all of whom intend to be directors. Without this provision, the shareholders would not be required to elect each shareholder as a director. Each shareholder should sign the Articles of Incorporation if this provision is included.

Optional Article 6. Bylaws. F.S. § 607.0206 grants the power to adopt, alter, amend or repeal the initial bylaws to the board of directors unless the power is reserved to the shareholders in the Articles of Incorporation. This optional article does not grant the shareholders the right to adopt bylaws, but it does require that they approve of amendments to the bylaws. This approval is usually sufficient control because the form Bylaws are usually adopted by the directors in the organizational meeting.

Optional Article 7. Commencement of Corporate Existence. F.S. § 607.0203 authorizes a very useful method of forming a corporation quickly. Usually, the date corporate existence commences is the date the Articles of Incorporation are filed by the Department of State. However, the Articles of Incorporation may state that the date the Articles are signed is the date of commencement of corporate existence, as long as the Articles are filed with the Department of State within five (5) business days after the date signed.

Law Reference to # 102 IRS Form SS-4 Application for Employer Identification Number

This form is required even if the corporation will not have employees because this number is the identifying number of the corporation for all federal tax purposes. It should be applied for immediately upon incorporation so that it can be given to banks and others needing it. It is best if the corporation's accountant prepares and files this form.

Law Reference to # 104 Engagement Letter to Client

The primary purpose of this letter is to confirm the representation and the manner of determining fees and costs.

Law Reference to # 107 Letter to Client With Copy of Filed Articles

In addition to providing the client a copy of the filed Articles of Incorporation, this letter advises the client immediately upon incorporation that the State will dissolve the corporation if the client fails to file Annual Reports timely. This is important because filing those reports is absolutely necessary to maintain corporate existence, and the client might not know this.

Law Reference to # 108 Corporation Directory

The purpose of this Directory is to provide a convenient place to record the names and addresses of all those involved in the corporation. It should always be kept current.

Law Reference to # 109 Corporation Status Sheet

The purpose of the status sheet is to provide a convenient place to record certain details of the corporation which the lawyer may need to refer to later. It is a quick-reference checklist because it shows that Annual Reports have been filed and Annual Meetings have been held. It is also helpful because it lists the optional Document Forms which have been used. The best place to keep the Corporation Status Sheet and Corporation Directory is in an office notebook for all corporation clients. In that way, it is easy to review the status of all corporations by reviewing one notebook instead of many bulky files.

Law Reference to # 150 Application to Reserve Corporate Name (Optional)

Statute: F.S. § 607.04021

For a fee, the Department of State will reserve the exclusive use of a corporate name. The application must be signed by the person reserving the name. This procedure is useful when there will be a delay in having the Articles signed and filed, or when the clients have not finally decided to incorporate but want to reserve the name. The client can sign the application, but this form is set up for the attorney to sign the letter and reserve the name. The name is reserved for a period of 120 days and may not be renewed. The reservation may be transferred to another person by filing proper notice with the State.

Law Reference to # 151 Letter Thanking Referral (Optional)

A primary source of many new clients is referrals from other clients, businesses, friends or relatives. The lawyer should never forget to thank the person who refers a new client. Therefore, it is best to include a thank you letter as a form to use during incorporation. The letter can be supplemented by a personal telephone call or similar expression of appreciation. But the lawyer should avoid disclosing any confidential information in doing so. It may be sufficient to thank them for the referral without acknowledging that an attorney-client relationship was entered into and without providing any information regarding the matter.

Law Reference to # 152 Agreement to Form Corporation (Optional)

It is rarely necessary to have the clients enter into an agreement to form a corporation, also known as a preincorporation agreement. When the need does arise, most of the form books have good forms for this purpose. However, this simple form has been included in the book because it may be handy if the need arises, and it is short and addresses the primary concerns of those who are about to form a corporation.

Law Reference to # 200 Authentication of Minute Book

The purpose of this form is to formally identify the official Minute Book of the corporation. This form also makes the Documents Book a part of the Minute Book by the doctrine of incorporation by specific reference.

The author has found that if all of the legal documents that are prudent for a corporation to have are filed in the normal letter-size minute book, the book quickly becomes overstuffed, unwieldy and unorganized. Therefore, placing the Articles of Incorporation, Bylaws, leases and similar documents into a separate binder designated as the Documents Book, which is legally incorporated by reference into the Minute Book, may be a more practical way of dealing with this.

Law Reference to # 202 Minutes of Organizational Meeting

Statute: F.S. § 607.0205

This statute requires that an organizational meeting of directors be held to adopt bylaws, elect officers, and transact other business. It is not necessary for the incorporators to attend that meeting. Because the board of directors must authorize issuance of stock, the organizational meeting of the board of directors must be held before there can be a shareholders meeting.

Call and Waiver of Notice. This form is both a call and a waiver of notice of the meeting. F.S. § 607.0205 authorizes the initial directors to call the organizational meeting, and F.S. § 607.0823 authorizes the waiving of notice.

Minutes. F.S. § 607.08401 requires assignment of an officer to keep minutes of meetings of its directors and shareholders. F.S. § 607.1601 requires corporations to keep minutes of all meetings of its shareholders, directors, and board committees. These minutes should be written with the understanding that they may be reviewed in the future in three important ways: in a dispute between shareholders, directors or officers; in litigation with creditors or others against the corporation; and in audits by the Internal Revenue Service. This standard Document Form of organizational minutes contains the following provisions which are always included:

-Bylaws are adopted.

-A corporate seal is adopted. A seal is not actually necessary, but is authorized by F.S. § 607.0302 and is useful for affixing to deeds, signature cards, stock certificates, and other legal documents.

-A form of stock certificate is adopted.

-Officers are elected. F.S. § 607.08401 does not state the titles of required officers, but corporations usually have a president, a secretary, and a treasurer, at a minimum, and perhaps also have one or more vice presidents and assistant secretaries and assistant treasurers.

-Bank accounts are authorized.

-Application for employer ID number application is authorized.

-Tax year end is discussed. Unless there is a reason to elect a particular year end at the organizational meeting, it is best to leave that decision open until later since it could bind the corporation unnecessarily.

-Promoters' acts are ratified.

-Registered agent and office are confirmed by the directors.

-Stock is issued. The form includes a standard paragraph for stock issued in consideration of a cash purchase price. This is the simplest form. The statute does not require a minimum amount of capital, but does state other requirements for issuance and payment for stock. F.S. § 607.0621.

An alternate paragraph is included for use when the consideration for stock is the transfer of a going business.

The tax effect of issuance of stock is beyond the scope of this book. The tax structure should be fully discussed by the client with its accountant.

-Optional resolutions are listed and discussed at # 600.

-Ratification of Minutes. The purpose of this form is to have each director formally consent and agree that the minutes are an accurate record of the proceedings.

Law Reference to # 203 Authentication of Documents Book

This form, like # 200 Authentication of Minute Book, formally identifies the official Documents Book of the corporation.

Law Reference to # 206 Bylaws

Statute: F.S.A. § 607.0206

This statute provides little guidance to drafting the bylaws. The statutes affecting the usual provisions of bylaws are spread throughout Chapter 607.

Law Reference to # 208 List of Current Officers and Directors

This form provides a page in the Documents Book that contains a list of the current officers and directors. The list should be kept current by updating after each meeting.

Law Reference to # 209 Bank Account Resolution and Signature Cards

When a corporation opens a bank account, the cards which the bank has the corporate officers sign usually contain a resolution and a certification to the bank that the resolution was adopted by the board of directors. Placing a copy of these signed bank resolution and signature cards in the Documents Book assures that the resolution is properly adopted. The bank's form of resolution is specifically referred to in the standard Minutes of Organizational Meeting.

Law Reference to # 210 IRS Employer Tax Identification Number

The Internal Revenue Service processes Document Form #102 IRS Form SS-4 by sending a notice of new employer identification number Assigned to the address listed on the Form SS-4. That notice should be placed in the Documents Book because it is the corporation's official number for all federal tax purposes.

Law Reference to # 211 Promoters' Stock Subscription Agreement

Statutes: Chapter 517, Florida Statutes (Florida Securities and Investor Protection Act), and federal securities laws

A purpose of this form is to evidence the agreement of the shareholders to purchase shares of stock at a certain price.

State and federal securities laws regulate the offer and sale of stock and other securities. The securities laws are beyond the scope of this book. If the corporation will have more than one shareholder, then the lawyer should advise the client to engage a lawyer specializing in the securities laws to determine whether there is an exemption from registration and to prepare the documentation necessary for that exemption.

It is also important to note that, even if the registration exemptions are met under state and federal laws, the exemptions do not include protection from the anti-fraud provisions of those

laws. These are provisions which call for criminal penalties and civil damage awards for certain fraudulent or misleading acts or omissions.

Therefore, there is always potential jeopardy under the securities laws when issuing stock even if the issuance is exempt from registration.

Law Reference to # 212 Stock Register

Statute: F.S. § 607.1601

The purpose of this form is to comply with the above statute, which requires that the corporation keep at its registered office or principal place of business a record of its shareholders, giving the names and addresses of all shareholders and the number of shares held by each.

Law Reference to # 213 Shareholders' Ledger

Statute: F.S. § 607.1601

The purpose of this form is comply with the above statute and to provide an accurate list of stock owned by each shareholder and a record of how it was acquired. There is a separate ledger page for each shareholder.

Law Reference to # 214 Specimen Form of Stock Certificate

Statute: F.S. § 607.0625

The statute provides that shares may, but need not, be represented by certificates. The statute sets forth minimum content requirements if certificates are issued. This form is included to show the usual form of a stock certificate. The stock certificate forms are usually printed and come as part of the corporate kit with the minute book and corporate seal, but there is no reason why they cannot be typed.

Law Reference to # 215 Letter to Client After Incorporation

Statutes: F.S. § 607.0701 annual meeting and F.S. § 607.1622 annual report

As the letter states, its purpose is to advise the client that annual meetings and annual reports are required by law. It also reminds the client again that the failure to file just one annual report with the Florida Department of State will cause the corporation to be involuntarily dissolved, which could subject the shareholders to personal liability. The letter explains the process for quarterly reports and special meetings of the board of directors. In addition, the letter explains how officers should sign on behalf of the corporation and how they should be reimbursed by the corporation. It also states that the scope of the lawyer's duties does not include setting up the accounting books or tax returns of the corporation, which are to be handled by the corporation's accountant. Each of the matters in this letter is important for the client to understand and is, therefore, confirmed in writing.

Law Reference to # 216 Letter to Client Re Transfer of Business

This letter is used only if the consideration for issuance of stock is the transfer of a business. The letter provides the client with a checklist of persons to notify of the change in legal status to a corporation.

Law Reference to # 217 Bill For Incorporation

The purpose of this form is to show the client what services were provided by the lawyer and staff to form the corporation. If the client has been sent copies of all letters and documents prepared on its behalf, the client will already have a fairly good idea of the extent of work involved. The bill should remind the client of that by describing in detail what the lawyer and staff did. For these reasons, although this Form Document includes a number of optional paragraphs describing the work done to prepare the optional documents, the lawyer should personalize every bill to describe things done for that individual client in addition to the standard things.

Law Reference to # 218 Employee's Request for Reimbursement From Corporation

The purpose of this form is to make it simple for an officer or other employee to document expenses for reimbursement by the corporation. This form provides a method to systematically seek reimbursement for these items. The officer can purchase or charge items for the corporation personally and attach the sales or charge slips to the form with a list showing the date and purpose of the purchase. The corporation then treats the Request the same as any other invoice and writes the employee a check for reimbursement. The client should integrate this form into the corporation's accounting system by seeking and following advice from its accountant.

Law Reference to # 250 Assignment and Bill of Sale to Corporation

This form is used when the consideration for issuance of stock is the transfer of a business. This document conveys the business assets to the corporation. The assets should be listed on Schedule "A". It is advisable to obtain the list of assets from the corporation's accountant and to compare it to the corporation's initial balance sheet. Otherwise, the accounting books may be inconsistent with the legal books, which could create problems in a tax audit.

Law Reference to # 251 Unsecured Promissory Note From Corporation

This form may be used when the consideration for issuance of stock is the transfer of a business.

The client's accountant should be asked to assist the client in paying Florida documentary stamp tax on the note because it is a tax matter rather than a legal matter.

The tax effect of issuance of stock in exchange for transfer of a business is beyond the scope of this book. The tax structure should be fully discussed by the client with its accountant.

Law Reference to # 252 Assignment of Stock Rights by Incorporators

The purpose of this form is to avoid potential problems by having an incorporator sign an assignment to the corporation of any right the incorporator may have to purchase stock when the incorporator is not intended to be one of the shareholders or when the incorporator's percentage ownership of stock is intended to be different from what it would be if stock were issued to each of the incorporators equally.

Law Reference to # 253 Promissory Note From Corporation

The purpose of this form is to document a loan made to the corporation by a shareholder. The note contains the simple provisions for a negotiable promissory note under the Florida Uniform Commercial Code, and includes an acceleration clause and attorneys fees.

When a note is signed by the corporation, there should be minutes of a meeting of the board of directors authorizing the borrowing of those funds and the execution of the note.

The client's accountant should be asked to assist the client in paying Florida documentary stamp tax on the note because it is a tax matter rather than a legal matter.

Law Reference to # 254 IRS Form 2553 (S Corporation Election)

The purpose of this form is to elect to have the corporation treated as an S corporation for income tax purposes. There are many requirements which must be met to qualify for the election. These requirements are beyond the scope of this book, but one of the requirements is that IRS Form 2553 be timely filed with IRS.

If the client has an accountant, then it is best to ask the accountant to prepare and file this form because it is a tax form rather than a legal form. The accountant can be asked to send a copy to the attorney before it is filed so that the attorney can confirm the correct spelling of the corporate name (it must be identical to the articles of incorporation).

Law Reference to # 255 Letter to IRS With S Corporation Election

This is a cover letter to accompany IRS Form 2553. It is suggested that it be sent by certified or registered mail, return receipt requested, and that it be posted by taking it personally to the post

office and having the post office date-stamp the receipt as proof that it was mailed within the required time period. Then, if the form is lost in the mail or by IRS, there will be sufficient proof for IRS to approve the election by submitting a photocopy from the lawyer's file.

Law Reference to # 256 Notice of Fictitious Name

Statute: F.S. § 865.09

The Florida Fictitious Name Act requires anyone who engages in business under a fictitious name to register it with the Florida Division of Corporations after the proper notice has been published. A fictitious name is any name under which business is transacted other than the legal name. Thus, for a corporation engaged in business, a fictitious name would be any name other than the exact name on its Articles of Incorporation. The notice must be published once in a legal newspaper. This Document Form is the notice which is published in the newspaper.

Law Reference to # 258 Application for Registration of Fictitious Name

Statute: F.S. § 865.09

This is the application for a corporation doing business under a fictitious name which must be filed with the Florida Division of Corporations.

Law Reference to # 260 Lease Agreement for Realty

This form provides for the rent and terms of the lease of real property to a corporation by a shareholder, director, officer or other person related to the corporation. It is a net lease in that all expenses, including taxes, utilities, insurance and repairs, are to be paid by the corporate lessee.

The corporation's accountant should assist the client with filing and paying any sales tax returns due as a result of the lease.

Law Reference to # 261 Assignment of Lease

The purpose for this form is basically the same as for the Lease Agreement for Realty: i.e., to document the fact that the corporation has assumed a lease entered into between a third party and a shareholder, director, officer or other person related to the corporation. This form includes a written consent to be signed by the landlord because most leases contain a provision prohibiting assignment without consent. The form also includes an optional paragraph for the release of the original tenant from personal liability on the lease.

Law Reference to # 262 Lease Agreement for Personalty

This form has the same purpose as the two above. The personalty leased may consist of furniture, office equipment, machines, and other personal property that the shareholders, directors, officers

or others own and do not desire to sell or otherwise transfer title to the corporation. The rent for these items should be documented on Schedule "A" of this lease and should be paid pursuant to the lease. This is a net lease, also, because the corporate lessee must pay all expenses. The corporation's accountant should assist the client with filing and paying any sales tax returns due as a result of the lease.

Law Reference to # 263 Lease Agreement for Motor Vehicles

This form is very similar to the Lease Agreement for Personalty because motor vehicles are personal property. However, this form has additional provisions which relate specifically to motor vehicles, including provisions for maintenance; repairs, taxes, licenses and registration. Each vehicle should be described in detail and its monthly rent listed. If the same person leases all vehicles to the corporation, it may become subject to state laws regulating vehicle leasing. The corporation's accountant should assist the client with filing and paying any sales tax returns due as a result of the lease.

Law Reference to # 264 Stock Purchase Agreement

This form, also known as a buy-sell agreement, primarily restricts the transfer of stock by any shareholder during life or at death by requiring the shareholder or successor to first offer to sell the shares to the corporation and the other shareholders. The agreement sets forth the price and terms for payment. This type of agreement is called a "redemption" agreement because the corporation has the option to purchase or redeem its own shares. An agreement just between shareholders is called a "cross-purchase" agreement. Either type of agreement can be partially "funded" by acquiring life insurance on each shareholder to provide funds to purchase shares at death. The specific laws and uses of stock purchase agreements are beyond the scope of this book.

Law Reference to # 265 Employment Agreement

This form documents the base salary and other terms of employment between the corporation and employees who are shareholders, directors or officers of the corporation.

Law Reference to # 300 Letter to Client Re Annual Meeting

Statute: F.S. § 607.0701

This statute requires that a meeting of shareholders be held annually for the election of directors and transacting other business. The corporate formalities of holding meetings of shareholders and directors, keeping minutes of those meetings and acting in all respects as an entity which can only act through its directors, officers and other agents, is very important in preventing attempts by a creditor to "pierce the corporate veil" or attempts by the IRS to declare the corporation a sham and to accuse the shareholders of being the true operators of the business. Thus, the lawyer

should assist the corporate client in complying with those corporate formalities by reminding the client to hold annual meetings and preparing the minutes.

Law Reference to # 301 Minutes of Annual Meeting of Shareholders

This Document Form consists of three parts:

Call and Waiver of Notice, which serves both as a call of the meeting and as a waiver of notice pursuant to F.S. § 607.0706. This form should be signed by all of the shareholders.

Minutes, which state when and where the meeting was held, who was there, who presided and what business was conducted. At each annual meeting of shareholders, the minimum business conducted should include a President's report and election of directors; these resolution paragraphs are in the standard minutes form. The remaining resolution paragraphs will be either chosen from the optional paragraphs in Document Form #600 or drafted by the lawyer.

Ratification, which states that each of the shareholders ratifies and approves the minutes as being an accurate record of the meeting. It is prudent, but not legally required, that each shareholder sign this form.

Law Reference to # 302 Minutes of Annual Meeting of Directors

Statute: F.S. § 607.0820

This Document Form is arranged in the same manner as #301 Minutes of Annual Meeting of Shareholders above. The waiver of notice is made pursuant to F.S. § 607.0823.

Law Reference to # 304 Bill for Annual Meeting and Minutes

See the Law Reference for #217 Bill for Incorporation above.

Law Reference to # 400 Quarterly Corporation Action Report

The purpose of this Report is best described in # 215 Letter To Client After Incorporation. This Report is a primary means of maintaining the validity of the corporation. Because corporations can act only through their directors, officers and agents, it is important to keep thorough minutes of their actions. This can best be done if there is a method to record those actions in writing. This Report captures those actions because the lawyer gives the client this Report form in the last incorporation conference and asks the client to fill it in whenever anything listed on the Report occurs. At the end of the calendar quarter, a Reminder previously set will prompt the legal assistant to send a new Quarterly Corporation Action Report to the client and have the client return the last one. The lawyer will review the last Report and determine whether to prepare Minutes of a Special Meeting of Directors to document the corporation's actions during the last

quarter. The lawyer will list on Checklist IV any other Document Forms to be typed. This procedure will avoid the inconvenience and expense of a client seeing the attorney for a corporate meeting quarterly and the inability of annual meetings to include all of the important corporate actions for the past year. As the Report form indicates at the bottom, the client should see the lawyer in person to discuss major actions, such as amending the Articles or bylaws or adopting an employee benefit plan.

Law Reference to # 402 Minutes of Special Meeting of Directors

Statute: F.S. § 607.0820

This form is set up in three parts in the same way as #302 Minutes of Annual Meeting of Directors. The optional resolution paragraphs to be used in the minutes are listed by number on the Quarterly Corporation Action Report. Thus, each corporate action corresponds to a specific resolution so that preparation of the minutes is simplified. Resolutions can be drafted for any actions not included in #600 Corporate Resolution Paragraphs.

Law Reference to # 404 Bill for Special Meeting of Directors Minutes

See Law Reference for # 217 Bill For Incorporation.

Law Reference to # 500 Letter to Client Re Annual Report to Department of State

The book's previous letters to the client have stressed the importance of filing Annual Reports with the Department of State to avoid being involuntarily dissolved (see # 107 Letter to Client With Copy of Filed Articles and # 215 Letter to Client After Incorporation). This letter is sent to the client in the month of January each year to remind the client that the Annual Report for that year must be filed by May 1. If the client wants the lawyer to file the Annual Report, then the steps in Checklist V should be followed.

Law Reference to # 501 Annual Report to Department of State

Statute: F.S. § 607.1622

This form, furnished by the Florida Department of State, should be prepared by the law firm if the client has so indicated. The information to be shown on the form is to be determined as of the date of filing. Failure to file the Annual Report will, in addition to causing involuntary dissolution of the corporation, preclude the corporation from maintaining or prosecuting any lawsuit in any court of the State until the Annual Report is filed and all fees and penalties are paid.

Law Reference to # 600 Corporate Resolution Paragraphs

This Document Form consists of optional resolution paragraphs to be used in the minutes of meetings of shareholders and directors. The paragraphs are referred to by paragraph number in the Fact Sheets and Checklists. Each paragraph number begins with the number "6" so that it corresponds to this main Document Form number 600. The following is a discussion of those resolution paragraphs that need explanation:

601 Assignment by Incorporators. See Law Reference to Document # 252 Assignment of Stock Rights by Incorporators.

602 Loans to Corporation. See Law Reference to Document # 253 Promissory Note from Corporation.

603 Corporate Borrowing Without Separate Board Approval. The purpose of this resolution is to avoid the possibility of the corporation's borrowing money without the approval of the board of directors. Most banks insist that a corporate resolution be provided as a requirement of closing on a loan. This is a resolution that is always available quickly and can be adopted in the organizational meeting.

604.1 and 604.2 S corporation status. See Law Reference to Document # 254 IRS Form 2553.

606 Licenses. The purpose of this resolution is to show that the directors discussed the types of licenses the corporation would need.

608 Insurance. This is similar to 608 Licenses but relates to insurance.

609 Fictitious Name. See Law Reference to Document #256 Notice of Fictitious Name.

610 Trademarks. Many clients are not aware of their rights with respect to the logos and trademarks which the corporation uses. The cost to develop and advertise those trademarks is often substantial, making it important that their rights be protected to the full extent of the law. The best time to discuss this is during incorporation before the client incurs those trademark related expenses.

Trademark law is beyond the scope of this book so the lawyer should refer the client to an intellectual property lawyer if trademark law is not within the lawyer's expertise.

611 Copyrights. This resolution is similar to 610 Trademarks but is for copyrights.

Copyright law is beyond the scope of this book so the lawyer should refer the client to an intellectual property lawyer if copyright law is not within the lawyer's expertise.

612, 613, 614, 615, 616, 617 Lease and Purchase of Real Property, Personal Property and Motor Vehicles. See the Law References to Documents # 260 through 263.

618 Legal Forms. A good time to review the client's need for specific legal forms (contracts, purchase orders, etc.) is during the incorporation process.

619 and 620 Stock Purchase Agreement. See Law Reference to Document # 264 Stock Purchase Agreement.

621 Employment Agreement. See Law Reference to Document # 265 Employment Agreement.

622 Compensation. Sometimes, the client does not desire an employment agreement but would like to set base salaries by resolution. This resolution does that.

623 Bonus Compensation. This resolution authorizes the officers to pay bonuses without further action of the board of directors. It is preferable for the board of directors to set bonuses because the officers themselves may be entitled to extra compensation, but this clause is helpful if the client might accidentally pay bonus compensation without the formality of a meeting of directors.

Law Reference to # 700 Notice of Meeting

Statutes: F.S. § 607.0705 and F.S. § 607.0822

This miscellaneous form is included because there are times when one or more shareholders or directors are unwilling to sign a waiver of notice. This notice of meeting should be sent within the time required by the statutes and the bylaws.

Law Reference to # 701 Minutes of Special Meeting of Shareholders

Special meetings of shareholders are rarely needed. This form is included to provide a sample for the minutes for such a meeting. Several examples of when a special meeting of shareholders might be required are as follows: articles amendment, merger, sale of substantially all assets, dissolution.

Law Reference to # 702 Proxy

Statute: F.S. § 607.0722

A proxy is a person appointed by a shareholder to take its place at a meeting and to vote for the shareholder. Every shareholder is entitled by statute to appoint a proxy. The proxy is also the name of the instrument appointing the proxy. Note that a director may not appoint a proxy to take the director's place and vote at meetings of the board of directors because the office of director is a fiduciary position for which appointment of a proxy would likely constitute a violation of a duty to the corporation.

Law Reference to # 703 Articles of Amendment to Articles of Incorporation

Statutes: F.S. § 607.1001 through F.S. § 607.1009

The statutes authorize the amendment to the Articles of Incorporation and set forth the procedure. The statutes set forth the required contents of the Articles of Amendment, which must be filed with the Department of State with the proper filing fee.

Law Reference to # 704 List of Whom to Notify After Corporate Name Change

This is a list to be sent to the client after the Articles of Incorporation have been amended to change the name of the corporation. Also see # 216 Letter to Client Re Transfer of Business for similar comments.

Law Reference to # 705 Amendment to Bylaws

Statute: F.S. § 607.1020

This is an example of the form of an amendment to the bylaws. This should not be filed with the Department of State but should be placed in the Documents Book.

Law Reference to # 708 Statement of Change of Registered Office or Agent

Statute: F.S. § 607.0502

The statute requires that this form be filed with the Department of State whenever the registered agent or office is changed.

Law Reference to # 709 Promissory Note to Corporation

This is the form to use when an officer, director or person similarly related to a corporation borrows money from the corporation. See Law Reference to Document Form # 253 Promissory Note From Corporation for similar comments.

The client's accountant should be asked to assist the client in paying Florida documentary stamp tax on the note because it is a tax matter rather than a legal matter.

Law Reference to # 710 Assignment of Stock

Statute: F.S. Chapter 678 (Uniform Commercial Code — Investment Securities)

This is an example of an assignment of stock separate from the stock certificate. The Uniform Commercial Code governs the assignment of stock and should be complied with.

Law Reference to # 711 Written Action by Consent in Lieu of Meeting of Shareholders

Statute: F.S. § 607.0704

This statute allows the shareholders to adopt resolutions without a meeting if sufficient shareholders sign a written consent. The statute does not specifically require unanimous consent of shareholders. Instead, it depends on how many shareholders are required by the articles of incorporation or bylaws to approve the action. This document should be placed in the Minute Book because it acts in place of a meeting vote. Further procedures are set forth in the statute.

Law Reference to # 712 Unanimous Written Action by Consent in Lieu of Meeting of Board of Directors

Statute: F.S. § 607.0821

This statute allows the board of directors to adopt resolutions without a meeting if all of the directors sign a written consent. Less than unanimous consent is not sufficient. This document should be placed in the Minute Book because it acts in place of a meeting vote.

END OF EBOOK