

**CAPITAL CONNECTION, INC.**

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302  
(904) 224-1770 • 1-800-333-8062 • Fax (904) 222-1222

*L 9700000657*

United Seal  
Association,  
Limited Liability  
Company (or. L.L.C)

*597A-32184*

W97-14006  
K.R. JUN 16 1997

Signature \_\_\_\_\_

Requested by: LS 6/16 10:05  
Name Date Time

Walk-In \_\_\_\_\_ Will Pick Up \_\_\_\_\_

- \_\_\_ Art of Inc. File
- \_\_\_ LTD Partnership File
- \_\_\_ Foreign Corp. File
- L.C. File
- \_\_\_ Fictitious Name File
- \_\_\_ Name Reservation
- \_\_\_ Merger File
- \_\_\_ Art. of Amend. File
- \_\_\_ RA Resignation **200002217572--1**  
-06/19/97-01111-005
- \_\_\_ Dissolution / Withdrawal **\*\*\*337.50 \*\*\*337.50**
- \_\_\_ Annual Report / Reinstatement
- Cert. Copy
- \_\_\_ Photo Copy
- \_\_\_ Certificate of Good Standing
- \_\_\_ Certificate of Status
- \_\_\_ Certificate of Fictitious Name
- \_\_\_ Corp Record Search
- \_\_\_ Officer Search
- \_\_\_ Fictitious Search
- \_\_\_ Fictitious Owner Search
- \_\_\_ Vehicle Search
- \_\_\_ Driving Record
- \_\_\_ UCC 1 or 3 File
- \_\_\_ UCC 11 Search
- \_\_\_ UCC 11 Retrieval
- \_\_\_ Courier

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
97 JUN 16 PM 3:41

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97 JUN 16 AM 10:19  
DIVISION OF CORPORATION



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

June 16, 1997

CAPITAL CONNECTION, INC.  
417 E VIRGINIA STREET  
SUITE 1  
TALLAHASSEE, FL 32302

SUBJECT: UNITED SEAL ASSOCIATION, LIMITED LIABILITY COMPANY (OR  
L.L.C.)  
Ref. Number: W97000014006

We have received your document for UNITED SEAL ASSOCIATION, LIMITED  
LIABILITY COMPANY (OR L.L.C.) and check(s) totaling \$337.50. However, your  
check(s) and document are being returned for the following:

The corporate name must be identical throughout the document.

THERE CAN BE ONLY ONE SUFFIX USED AT A TIME. PLEASE DELETE ONE  
SUFFIX LISTED.

Please return your document, along with a copy of this letter, within 60 days or  
your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call  
(904) 487-6932.

Kimberly Rolfe  
Document Specialist

Letter Number: 897A00032078

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SECRETARY OF STATE  
TALLAHASSEE FLORIDA

ARTICLES OF ORGANIZATION  
OF  
UNITED SEAL ASSOCIATION, LLC

The undersigned organizers( 2 or more required), for the purpose of forming a Limited Liability Company under the Florida Limited Liability Company Act, Sections 608.401-608.471, Florida Statutes, hereby adopt the following Articles of Organization.

ARTICLE I - NAME

The name of the limited liability company shall be UNITED SEAL ASSOCIATION, LLC

ARTICLE II - ADDRESS

The mailing address and street address of the principal office of the Limited Liability Company is 2025 West Parwest Drive #J-1, Park City, Utah. The company may have other secondary offices, either within or without the state of Utah, as the owners (hereinafter "members") may designate or as the business of the company may require.

ARTICLE III - DURATION

The duration of the limited liability company shall be for a period not to exceed FIFTY (50). Termination may precede this period of time by operation of law or by agreement between the members to re-establish under the primary term for additional periods as mutually determined by the owners. The members agree for themselves and their successors, assigns, and heirs, that their participation is considered a long-term investment.

ARTICLE IV - PURPOSE

The limited liability company is being formed for the purpose of (1) to purchase and sell merchandise of its choice to other established businesses; (2) to represent manufacturers of various products on a commission basis; (3) to do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects or the furtherance of any of the powers as established by the operating

agreement, either alone or in association with others, and incidentally or pertaining to, or growing out of, its business or powers, provided the same shall not be inconsistent with the laws of the state of Florida; and (4) any and all other lawful purposes consistent with F.S.608.403.

**ARTICLE V - TOTAL AMOUNT OF CASH AND DESCRIPTION AND AGREED VALUE OF PROPERTY OTHER THAN CASH CONTRIBUTED**

The total amount of cash and a description and agreed value of property other than cash contributed shall be as follows:

<u>Name of contributor</u>	<u>Initial Capital</u>	<u>% of Ownership</u>
<u>DONALD LESLIE CLARK</u>	<u>\$51,000.00</u>	<u>51.00</u>
<u>EDGARD LUIZ PERIOTTO</u>	<u>\$12,750.00</u>	<u>12.75</u>
<u>MARIA CHRISTINA PERIOTTO PORTO</u>	<u>\$12,750.00</u>	<u>12.75</u>
<u>DAVID RANSOME</u>	<u>\$ 8,000.00</u>	<u>8.00</u>
<u>MARIA ELENA GOMEZ</u>	<u>\$ 7,000.00</u>	<u>7.00</u>
<u>RAUL ARTURO CUMES CANA</u>	<u>\$ 8,500.00</u>	<u>8.50</u>
<u>TOTAL</u>	<u>\$100,000.00</u>	<u>100.00%</u>

**ARTICLE VI - TOTAL ADDITIONAL CONTRIBUTIONS, IF ANY, AGREED TO BE MADE BY ALL MEMBERS AND THE TIMES AT WHICH, OR THE EVENTS UPON THE HAPPENING OF WHICH, THEY SHALL BE MADE.**

The members may contribute in proportionate amounts any additional capital deemed necessary for the operation or maintenance of the company. In the event that any member deems it advisable to refuse or fails to contribute his/her share of any or all of the additional capital, then the other members or anyone of them may contribute the additional capital not paid in by the refusing owner and shall receive therefor an increase in the proportionate share of the ownership or interest in the entire company in direct proportion to the additional capital contributed. Unless otherwise agreed, the right to make up additional capital contributions of a refusing owner shall be available in the same order as the right to purchase in the case of withdrawal or death of any member, as set forth in Article XIII.

**ARTICLE VII - RIGHT TO ADMIT ADDITIONAL MEMBERS AND TERMS AND CONDITIONS OF THE ADMISSIONS**

The right of the members to admit additional members and the terms and conditions of the admissions shall be as follows pursuant to F.S. 608.4232 and F.S. 608.432:

Additional members may be admitted to the company with the prior written, unanimous consent of all the members, which consent may be withheld for any reason and without liability to the company or any other member. Neither this Article VII nor Article XIII shall apply to any agreement to purchase, option to purchase, future sale, transfer of interest, transfer of rights, or transfer of any portion thereof which was executed and acknowledged by all members prior to the filing of these articles of organization with the State of Florida. In the event that a new member makes a contribution to the company in return for admission into the company, the share of such new member and all other members in the capital and the profits and losses of the company shall be in such proportion as may be agreed upon among all of the members. In the event new members are admitted to the company, the members shall file with the appropriate government agency an amendment to the articles of organization, as required by law.

#### **ARTICLE VIII - VOLUNTARY TERMINATION**

The company may be dissolved at any time by agreement of a majority in interest of the owners in accordance with F.S. 608.441, in which event the members will proceed with reasonable promptness to liquidate the company. The assets of the company will be distributed in the following order: (1) to pay or provide for the payment of all company liabilities to creditors other than members, and liquidating expenses and obligations; (2) to pay debts owing to members other than for capital and profits; (3) to pay debts owing to owners in respect to capital; (4) to pay debts owing to owners in respect to profits.

#### **ARTICLE IX - DEATH OF AN OWNER**

With the death of an owner, the deceased's heir or heirs will be entitled to succeed to the economic share and interest of the deceased owner. The heir or heirs will be entitled to the same rights and bound by the same terms, conditions, and provisions as the deceased owner.

#### **ARTICLE X - RIGHT OF REMAINING MEMBERS TO CONTINUE THE BUSINESS UPON THE DEATH, RETIREMENT, RESIGNATION, EXPULSION, BANKRUPTCY, OR DISSOLUTION OF A MEMBER OR THE OCCURRENCE OF ANY OTHER EVENT WHICH TERMINATES THE CONTINUED MEMBERSHIP OF A MEMBER IN THE LIMITED LIABILITY COMPANY**

The remaining members of the limited liability company have the right to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the limited liability company.

**ARTICLE XI - THE MANAGEMENT OF THE LIMITED LIABILITY COMPANY IS RESERVED TO THE MEMBERS UNLESS OTHERWISE APPOINTED AS SET FORTH HEREIN.**

All business of the company shall be reserved for and under the exclusive management of the members unless otherwise set forth herein and in accordance with F.S. 608.422. Company decisions and actions will be decided by a majority in interest of the members, at a meeting regularly called with notice to all members. For purposes of determining a "majority in interest" and owner's interest will be his/her interest in profits and losses as set for herein and a majority will remain 51% or more. The names and addresses of such members are as follows:

<u>Name</u>	<u>Address</u>
<u>DONALD LESLIE CLARK,</u>	<u>1626 Summer Ridge Lane,</u>
<u>Lawrenceville, GA 30244</u>	
<u>EDGARD LUIZ PERIOTTO,</u>	<u>Alameda Barao De Limeira, 1524,</u>
<u>Apt. 41, Sao Paulo, Brazil 01202-002</u>	
<u>MARIA CHRISTINA PERIOTTO PORTO,</u>	<u>Alameda Barao De Limeira, 1452,</u>
<u>Apt.1, Sao Paulo, Brazil 01202-002</u>	
<u>DAVID RANSOME,</u>	<u>Cra. 9 #85-78 Apt. 503, Bogata,</u>
<u>Colombia, CED 176473 Bogata</u>	
<u>MARIA HELENA GOMEZ,</u>	<u>Cra. 9 #85-78 Apt. 503, Bogata,</u>
<u>Colombia, CED 41503624 Bogata</u>	
<u>RAUL ARTURO CUMES CANA,</u>	<u>6th Avenida 6-86 Zona 9,</u>
<u>Guatemala, Guatemala CED A-1 414794</u>	

(A) OWNER'S MEETINGS. Meetings of the company shall be held at least annually, or more often as determined by the company. Notice of the time and place of each meeting of the members shall be given in writing by the Registered Agent to each owner at least two (2) weeks before such meeting, except that actual attendance of such meetings by an owner will constitute a waiver of such notice.

(B) MANAGEMENT BY MANAGERS. Management of the company may be vested in one or more managers as are appointed by a majority in interest of the members from time to time pursuant to these

articles. Initially the company appoints DONALD LESLIE CLARK as manager with the title of PRESIDENT.

(C) MEMBERS AS FULL-TIME EMPLOYEES. It is the intent that at any given time members may become full-time employees of the company. When this event happens, the compensation and benefits for such "member employee" will be determined by a majority of the members with one vote per family.

(D) AUTHORITY OF MANAGERS. The President will exercise all the powers of the company whether derived from law or the articles of organization, except such powers as are by statute within F.S. 608, by the articles of organization. Other designated managers will derive their power to act on behalf of the company based on authorized Power of Attorneys.

(E) RESTRICTIONS ON MANAGERS. No manager or managers shall, without written consent or written ratification of the specific act by a majority of the interest of the members: (1) do any act in contravention of law or the articles of organization; (2) do any act to make it impossible to carry on the ordinary business of the company; (3) possess company property in their own name or assign their rights in specific company property for other than a company purpose; (4) continue the business with company property after its bankruptcy, dissolution, cancellation, or other cessation to exist; (5) incur indebtedness other than normal accounts payable or short term borrowings in the ordinary course of business; (6) sell, exchange, lease, mortgage, pledge, transfer, or otherwise encumber or dispose of any portion of the assets of the company, except in the ordinary course of business; (7) enter into any transactions with, make payments to or receive payments from, directly or indirectly, with any manager, member, or other affiliate of the company.

(F) FIDUCIARY RESPONSIBILITIES. Each member and manager shall, in all events, account to the company and to the other members for any benefit, and hold, as trustee for the company and the owners, any profits derived by an owner or manager from any transaction connected with the formation, conduct or liquidation and winding up of the company or from any use by a member or manager of company property, and such duty extends to the personal representatives of any deceased member or manager involved in the liquidation and winding up of the company. All management, investments, accountings, and distributions shall be conducted by the member or manager, as the case may be, subject to good faith and fiduciary responsibility. However, no member or manager shall be liable for any loss or depreciation in the value of the company or any of its assets or business occurring by reason of error or judgment in making any sale, any investment or business decision whatsoever, provided such loss or depreciation in value has not occurred through the actual fraud, gross negligence or willful misconduct of such member or manager. Good faith and fiduciary

responsibility shall be required of all members and managers. Nothing herein contained shall preclude the members from engaging in or possessing interests in other business ventures.

(G) BANK ACCOUNTS. The funds of the company shall be deposited in such bank accounts, or invested in such interest-bearing or non-interest bearing investments, as shall be designated by the managers. All withdrawals from any such bank account shall be made by the duly authorized agent or agents of the company as designated from time to time by the managers.

(H) COMPENSATION OF MEMBERS. The members shall be entitled to be reimbursed for their out-of-pocket expenses in connection with business conducted on behalf of the company. These expenses must have prior authorization of a manager before they can be reimbursed.

#### ARTICLE XII - INSURANCE

During the course of the term for which this company is formed, the company will carry liability insurance in amounts deemed appropriate by the managers. Members will not use company property unless the property is covered by liability insurance.

#### ARTICLE XIII - SALE OF MEMBER INTEREST

Any member who wishes to transfer his/her interest in the company will adhere to F.S. 608.432 unless otherwise directed by these articles of organization. Any member who desires to sell his/her share and interest in the company must give the right of first refusal to purchase said share and interest at the same price being offered by a bona fide buyer in the following order:

(A) First, the shares to be sold divided among remaining members, in proportion to their percentages currently owned.

(B) Second, if any of the members do not desire to purchase the shares, then the shares which would have gone to those member(s) not desiring to purchase may be sold to the remaining members according to their current proportionate share, absent the member or members who do not desire to purchase.

(C) Third, the shares to be sold will be offered first to those members currently holding the greatest percentage of shares and then in declining order to those holding lesser percentage of shares.

Any sale, assignment, or transfer or purported sale, assignment or transfer or any interest in the company shall be null and void unless made strictly in accordance with these provisions herein



stated. The transferee of any members interest in the company shall be subject to all the terms, conditions, restrictions, and obligations set forth in this organization.

**ARTICLE XIV - SHARING OF PROFITS AND LOSSES.**

The profits and losses of the company shall be allocated among the members pursuant to F.S. 608.4261 in the following manner:

(A) Each member shall be allocated profits, losses and distributions equal to his/her proportionate share as defined by article V.

(B) No member shall be personally liable for any of the losses of the company beyond such owner's capital interest in the company.

**ARTICLE XV - DISTRIBUTION OF INCOME.**

Prior to dissolution and at least annually as income has been earned by the company and tax returns filed, the members by a majority in interest of the members, will determine funds available for distribution. On liquidation, a reasonable reserve will be determined and an account established to cover follow-up or subsequent obligations or legal requirements. Liquidation of the company need not be delayed provided that such amounts are properly escrowed and arrangements made for performance of such services as may be required in the interest of the company. Escrows, reserves or liquidation accounts may be established as escrows or otherwise, which activity need not unduly delay the termination of the company for all other purposes.

**ARTICLE XVI - INTELLECTUAL PROPERTY RIGHTS.**

All intellectual property developed by the members during the term of this company shall become the property of the company if, in the opinion of the company, the intellectual property is such that it could reasonably compete with the existing or planned products or services of the company. "Intellectual property" shall mean all trade mark, service mark, copyright, patent, trade secret, proprietary information, client lists, marketing plans, designs, and like information and property.

**ARTICLE XVII - REGISTERED AGENT.**

Pursuant to F.S. 608.415, the members designate DOUGLAS E. COSTA, who resides at 15921 S.W. 56th Street, Ft. Lauderdale, FL 33331 as their registered agent and the registered office to 521 S.

Andrews Ave., Suite 6, Ft. Lauderdale, Florida 33301 for a two year term from the effective date of the filing of this organization. The registered agent may remain in place if a replacement is not appointed.

**ARTICLE XVIII - MISCELLANEOUS**

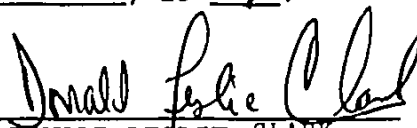
(A) INTERPRETATION. - This organization shall be governed and construed in accordance with the laws of the state of Florida.

(B) SEVERABILITY. - To the extent any provision of this organization varies or contradicts the general provisions of the Florida limited liability company act (as set out in F.S. 608) each owner hereby consents to such variation or contradiction. If any provision of this organization or application of such provision to any person or circumstance shall be held invalid, the remainder of this organization, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

(C) EXECUTION OF FURTHER INSTRUMENTS. - (1) The members shall execute a OPERATING AGREEMENT modeled after these ARTICLES OF ORGANIZATION which shall enumerate the means by which the company shall function. Said OPERATING AGREEMENT shall be executed by all members, witnessed, and notarized as is required by the laws of the state of Florida. (2) The members shall cooperate with each other in good faith to accomplish the objectives and purposes hereof and to that end, from time to time, they shall make, execute, and deliver such other and further instruments necessary for the fulfillment of this organization.

The undersigned have executed these Articles of Organization this

11<sup>th</sup> day of June, 1992.

  
DONALD LESLIE CLARK  
MEMBER/MANAGER/PRESIDENT

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

Pursuant to the provisions of section 608.415, Florida Statutes, the undersigned limited liability company, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the state of Florida.

1. The name of the limited liability company is: THE UNITED SEAL ASSOCIATION, LLC

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

DOUGLAS E. COSTA, ESQ.  
(NAME)

521 S. Andrews Ave., Suite 6  
(P.O. BOX NOT ACCEPTABLE)

Ft. Lauderdale, FLORIDA 33301  
(CITY/STATE/ZIP)

SIGNATURE *Donald Leslie Clark*  
DONALD LESLIE CLARK  
MEMBER/MANAGER/PRESIDENT

DATE 6-11-97

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED LIMITED LIABILITY COMPANY AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

SIGNATURE *Douglas Costa*  
ATTORNEY FOR COMPANY

DATE 6-11-97

97 JUN 16 PM 3:41  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
**FILED**

# AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned member or authorized representative of a member of \_\_\_\_\_

UNITED SEAL ASSOCIATION, LLC

deposes and says:

- 1) the above named limited liability company has at least two members
- 2) the total amount of cash contributed by the member(s) is \$ 100,000.00
- 3) if any, the agreed value of property other than cash contributed by member(s) is \$ NONE.  
A description of the property is attached and made a part hereto.
- 4) the amount of cash or property anticipated to be contributed by member(s) is \$ NONE
- 5) the total amount of 2, 3, and 4 is \$ 100,000.00



Signature of a member or authorized representative of a member.  
(In accordance with section 608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

97 JUN 16 PM 3:41

FILED