

L 00000000 7860

Law Offices of H. Christopher Tompkins, II

1706 South Kings Avenue  
Brandon, Florida 33511-6216  
813.685.7564 • Fax 813.689.2870  
tompkinslaw@earthlink.net

TRANSMITTAL LETTER  
FLORIDA LIMITED LIABILITY COMPANY

500003308175--8  
-06/29/00--01010--001  
\*\*\*\*130.00 \*\*\*\*130.00

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

L-7860

SUBJECT: TRITON VENTURE CAPTIAL LIMITED LIABILITY COMPANY

Enclosed is an original and one (1) copy of the Articles of Organization for the above-referenced company and a check made payable to the Florida Department of State for:

- \$133.75 Filing Fee, Designation of Registered Agent, Certified Copy
- \$125.00 Filing Fee, Designation of Registered Agent
- \$130.00 Filing Fee, Designation of Registered Agent, Certificate of Status
- \$142.50 Filing Fee, Designation of Registered Agent, Certified Copy, Certificate of Status

FROM: H. Christopher Tompkins, II, Esq.  
Law Offices of H. Christopher Tompkins, II  
1706 South Kings Avenue  
Brandon, FL 33511-6216  
813-685-7564

FILED  
00 JUN 28 PM 12:42  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

7p

**ARTICLES OF ORGANIZATION OF**  
**TRITON VENTURE CAPITAL LIMITED LIABILITY COMPANY**

We, the undersigned, who intend to form and create a Limited Liability Company, as defined in Section 608 of the Florida Statutes, do hereby state and certify the following:

**Name of limited liability company.**

The name of the Limited Liability Company shall be TRITON VENTURE CAPITAL LIMITED LIABILITY COMPANY

**Location of company office, mailing address and designation of registered agent.**

The principal office of the company is located at 1971 W. Lumsden Road, Suite 368; Brandon, Florida 33511. The registered agent is H. Christopher Tompkins, II whose address is 1706 South Kings Avenue; Brandon, Florida 33511-6216.

**Purpose of company.**

The purpose for which the company is formed is to engage in any lawful acts activities for which limited liability companies may be formed under Section 608 of the Florida Statutes or any successor statute.

**Duration of company.**

The company shall have a perpetual existence.

**Units of ownership.**

The maximum number of units of equity ownership which the company is authorized to have outstanding is 1,000 units.

**Composition of management.**

The management of the company will be vested in a Board of Managers, who shall consist of members of the company, designated in accordance with the terms of the company's operating agreement. The initial managers shall be Kevin McGuinness, Ryan Groh, and Richard Boensch whose address is 1971 W. Lumsden Rd., #368, Brandon, FL 33511.

**Indemnification.**

(A) The company shall indemnify any person who is or was a party, or who is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including all appeals, by

00 JUN 28 PM 12:42  
FILED  
TALAMON  
SECRETARY OF STATE  
FLORIDA

reason of the fact that he or she is or was a member, managing member or employee of the company, or is or was serving at the request of the company as a director, trustee, officer or employee of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against any and all expenses (including reasonable attorneys' fees), judgments, decrees, fines, penalties and amounts paid in settlement, which were actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of the company, and, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of the company.

(B) The foregoing indemnification shall not apply in the case of an action, suit or proceeding instituted by one or more members of the company, if the claim, matter or issue raised therein is determined by a court of competent jurisdiction to have resulted from the negligence or misconduct of the member(s) seeking indemnification; provided, however, that such indemnification shall nonetheless apply if, in view of all of the circumstances of the case, such court shall determine that such member(s) is/are fairly and reasonably entitled to indemnification, with respect to such expenses, judgments, decrees, fines, penalties and amounts paid in settlement as determined by the court.

(C) Expenses of each person indemnified hereunder, incurred in defending against civil, criminal, administrative or investigative action, suit or proceeding (including appeals), or threat thereof, may be paid by the company in advance of the final disposition of such action, suit or proceeding, as authorized by a majority in interest of the members, upon receipt of an undertaking by such person to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation.

FILED  
00 JUL 28 PM 12:42  
TALLAHASSEE  
STATE  
FLORIDA

#### **Restrictions on Member's Transferability**

(A) A new Member may be admitted into the Company only if: (i) all the other Members approve of such admission, (ii) said new Member executes such instruments as the other Members determine are necessary or desirable to effect such admission and to confirm the agreement of the person or entity being admitted to be bound by all of the covenants, terms and conditions of this Agreement then in effect; and (iii) said new member shall be non-voting. Said new Member shall receive a capital interest and an interest in the net profits and net losses and cash flow of the Company in an amount to be determined by all the other Members at the time of said admission.

(B) The Company shall have no obligation to purchase some or all of the Company's interest held by a Member attempting to withdraw.

(C) Restrictions on transfer and encumbrance; right of first refusal. Except as otherwise specifically permitted by these articles or the operating agreement, each of the Members agrees that he or she will not, without the prior written consent of all Members, transfer, assign, sell, give, pledge, hypothecate or otherwise encumber his or her interest in the Company ("Interest"), and any attempt to do any of the foregoing without such prior written consent shall be null and void and of no effect.

(D) In the event of a proposed sale or other disposition for value to an outside party of all or any portion of his or her Interest by any Member (the "Seller"), whether voluntary or involuntary, advance written notice thereof shall be given by certified mail, return receipt requested, to the Company, specifying the name of the prospective purchaser or transferee, the extent of the interest proposed to be sold or otherwise disposed of (the "Offered Interest"), and the price and all other terms and conditions of the proposed transaction. For a period of twenty (27) days after its receipt of such said notice, the Company shall have the first right and option to purchase the entire Offered Interest on the same terms as are set forth in the notice. The Company may purchase the Offered Interest utilizing such assets, lines of credit or other sources of funds as may be obtained for such purpose. Thereafter, the Offered Interest so purchased by the Company shall be retired; and all further allocations and distributions of the Company to the Members shall be in the proportion which the interest of each remaining Member bears to the interests of all remaining Members after retirement of the Offered Interest. In the event the Company shall not elect to purchase the Offered Interest, the Seller shall have the right, for an additional period of thirty (30) days (not exceeding a total of sixty (60) days from the date of the Seller's notice to the Company), to sell or otherwise dispose of the Offered Interest to the proposed purchaser or transferee (the "Purchaser") upon the same terms and conditions and for the same price as were set forth in the Seller's notice to the Company. If such transaction with the Member is not consummated within the maximum sixty (60) day period specified above, the Company's right to purchase the Offered Interest shall once again be reinstated as set forth herein, and the Seller shall not have the right to sell the Offered Interest to a Purchaser until the Seller has once again complied with all provisions of this section. If a sale or other disposition to an outside party is effected in compliance with the provisions set forth herein, the Members shall be deemed to have approved of the Purchaser's admission into the Company.

(E) Death of a member; waiver of statutory appraisal. Upon the death of a Member, an appraisal of the Company assets and the right of the deceased Member's estate to receive a cash amount equal to the value of the deceased Member's interest in the Company (pursuant to the laws of the State of Florida (as now in effect or as subsequently amended)) is hereby waived. Following the death of a Member, the estate of the deceased Member shall be entitled to receive the deceased Member's proportionate share of the cash flow of the Company for that part of the Company's fiscal year that elapsed prior to the deceased Member's death. Mandatory purchase and sale of company interest. The Company shall purchase, and the deceased Member's estate shall sell, the deceased Member's Interest for the price determined through those procedures set forth in the operating agreement in effect at such time.

FILED  
JUL 28 PM 12:42  
CLERK OF DISTRICT COURT  
JACKSONVILLE, FLORIDA

**Initial Membership of the Limited Company**

Richard Boensch	1971 W. Lumsden Rd, #368 Brandon, Florida 33511
Ryan Groh	1971 W. Lumsden Rd, #368 Brandon, Florida 33511
Kevin McGuinness	1971 W. Lumsden Rd, #368 Brandon, Florida 33511

**Continuation upon Event Constituting Termination**

Upon the death, retirement or resignation of a Member, a special meeting of the Members of the Company shall be called by any Member for the purposes of voting upon the continuation or termination of the Company. The Company may continue operation provided a majority of the remaining Members present and eligible to vote at such special meeting vote to continue the business of the Company. If such a vote is not made within a reasonable time following the event constituting a technical termination, the business of the Company shall be terminated. Upon the termination of the Company as herein provided, a full and general accounting shall be taken of the Company's business, and the affairs of the Company shall be wound up. Any net profits or net losses earned or incurred since the previous accounting shall be allocated among the Members. The Members shall wind up and liquidate the Company by selling the Company's assets and distributing the net proceeds therefrom, in cash, after the payment of all Company liabilities (including expenses and fees incurred in connection with the sale of assets and liquidation), to the Members in proportion to the positive balances in their capital accounts. In the event of a dissolution of the Company, the business affairs of the Company shall continue to be governed by the terms of the Operating Agreement during the winding up of the Company's business and affairs.

**Amendments to the Articles**

These Articles may be amended at any time in the manner provided for in the Operating Agreement in effect at the time of the amendment. Such amendment shall be promptly filed with the Secretary of the State of Florida in accordance with the statutory requirements for a Limited Liability Company.

**FILED**  
00 JUN 28 PM 12:42  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

**Acknowledgment**

IN WITNESS WHEREOF, we have subscribed these Articles of Organization this 27<sup>th</sup> day of JUNE, 2000.

*Richard Boensch*  
RICHARD BOENSCH - Member

*Richard A. Holt*  
Witness

*H. Christopher Tompkins*  
Witness

*Bryan Groh*  
BRYAN GROH - Member

*Richard A. Holt*  
Witness

*H. Christopher Tompkins*  
Witness


*Kevin M. McGuinness*  
KEVIN MCGUINNESS - Member

*Richard A. Holt*  
Witness

*H. Christopher Tompkins*  
Witness


STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me, the undersigned authority, this 27<sup>th</sup> day of June 2000, by Richard Boensch, who is personally known to me or has produced \_\_\_\_\_ as identification and who did not take an oath.

 Leanne L. Heller  
My Commission CC893284  
Expires December 07, 2003


*Leanne L. Heller*  
Notary Signature

The foregoing instrument was acknowledged before me, the undersigned authority, this 27<sup>th</sup> day of June 2000, by Ryan Groh, who is personally known to me or has produced \_\_\_\_\_ as identification and who did not take an oath.

 Leanne L. Heller  
My Commission CC893284  
Expires December 07, 2003

*Leanne L. Heller*  
Notary Signature

The foregoing instrument was acknowledged before me, the undersigned authority, this 27<sup>th</sup> day of June 2000, by Kevin McGuinness, who is personally known to me or has produced \_\_\_\_\_ as identification and who did not take an oath.

 Leanne L. Heller  
My Commission CC893284  
Expires December 07, 2003

*Leanne L. Heller*  
Notary Signature

FILED  
00 JUN 28 PM 12:42  
TALLAHASSEE  
SECRETARY OF STATE  
FLORIDA

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

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

1. The name of the limited liability company is TRITON VENTURE CAPITAL LIMITED LIABILITY COMPANY
2. The name and address of the registered agent and office is:

H. Christopher Tompkins, II  
1706 South Kings Avenue  
Brandon, FL 33511-6216

*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.*

  
H. Christopher Tompkins, II

Date

6/27/20

SECRETARY OF STATE  
TALLAHASSEE FLORIDA

00 JUN 28 PM 12:42

FILED