

LO3000009299

Advantage Distributing, L.L.C.
(Requestor's Name)

2276 Colony Club Drive
(Address)

Lakeland, FL 33813
(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

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**ARTICLES OF ORGANIZATION
OF
ADVANTAGE DISTRIBUTING, L.L.C.**

The undersigned hereby certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. We further declare that the following Articles shall be the Charter and authority for the conduct of business of such limited liability company.

**ARTICLE I
NAME**

The name of the limited liability company shall be **ADVANTAGE DISTRIBUTING L.L.C.**, and its principal place of business shall be 2276 Colony Club Drive, Lakeland, Polk County, Florida 33813, but it shall have the power and authority to establish branch offices at such place or places as may be designated by the members.

**ARTICLE II
PURPOSES AND POWERS**

The general nature of the business or businesses to be transacted and which the limited liability company is authorized to transact, in addition to those authorized by the laws of the State of Florida, and the powers of the limited liability company, shall be a follows:

1. To engage in any activity or business authorized under the Florida Statutes.
2. In general, to carry on any and all incidental business; to have and exercise all the powers conferred by the laws of the State of Florida, and to do any and all things herein set forth to the same extent as a natural person might or could do.
3. To purchase or otherwise acquire, undertake, carry on, improve, or develop, all or any of the business, good will, rights, assets, and liabilities of any person, firm, association, or corporation carrying on any kind of business of a similar nature to that which this limited liability company is authorized to carry on, pursuant to the provisions of the Articles; and to hold, utilize, and in any manner dispose of the rights and property so acquired.
4. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or of any political or administrative subdivision, or department thereof, and to perform and carry out, assign, cancel, or rescind any of such contracts.

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POLK COUNTY CLERK
TALLAHASSEE, FLORIDA

5. To exercise all or any of the limited liability company powers, and to carry out all or any of the purposes, enumerated herein otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in such capacity or under such arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest thereof, and to aid, assist, or participate in any lawful enterprise in connection therewith or incidental to such agency, representation, or service, and to render any other service or assistance insofar as it lawfully may under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.
6. 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 herein set forth, either alone or in association with others incidental or pertaining to, or going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.
7. The several clauses contained in this statement of the general nature of the business or businesses to be shall be construed as both purposes and powers of this limited liability company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers.

Nothing herein contained shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the limited liability company to carry on any business, exercises any power, or do any act which a limited liability company may not, under the laws of the State of Florida, lawfully carry on, exercise, or do.

ARTICLE III CAPITAL CONTRIBUTIONS

Capital contributions in the amount of One Thousand and no/100 Dollars (\$1,000.00) cash shall be paid to the limited liability company by the two members in the following percentages:

Richard Crump	51%
Dawn Crump	49%

Additional contributions will be made as required for investment purposes, as determined by unanimous consent of the members. Members will make contributions in the percentages described above.

**ARTICLE IV
PROFITS AND LOSSES**

- (a) Sharing of Profits. The members shall be entitled to the net profits arising from the operation of the limited liability company business that remain after the payment of the expenses of conducting the business of the limited liability company. Each member shall be entitled to the distributive share of the profits specified as follows:

Richard Crump	51%
Dawn Crump	49%

The distributive share of the profits shall be determined and paid to the members within 60 days after the closing of the limited liability company's designated tax year.

- (b) Losses. All losses that occur in the operation of the limited liability company business shall be paid out of the capital of the limited liability company and the profits of the business, or, if such sources are insufficient to such losses, by the members in the same percentages as such members share or divide the profits of the limited liability company.

**ARTICLE V
LIMITED LIABILITY COMPANY POWERS**

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of, the members of this limited liability company. This article may be amended from time to time in the regulations of the limited liability company by a unanimous vote of the members of the limited liability company.

**ARTICLE VI
DURATION**

This limited liability company shall exist perpetually, or until dissolved in a manner provided by law, or as provided in the regulations adopted by the members.

**ARTICLE VII
PRINCIPAL PLACE OF BUSINESS**

The principal office of this limited liability company shall be located at 2276 Colony Club Drive, Lakeland, Polk County, Florida 33813.

**ARTICLE VIII
MANAGEMENT**

Management of this limited liability company is reserved to the members, whose names and addresses are as follows:

Name	Address
RICHARD CRUMP	2276 Colony Club Drive Lakeland, FL 33813
DAWN CRUMP	2276 Colony Club Dr. Lakeland, FL 33813

**ARTICLE IX
COMMENCEMENT OF EXISTENCE**

The corporation shall deemed commenced upon the filing of these Articles with the office of the Secretary of State of the State of Florida.

**ARTICLE X
INITIAL REGISTERED OFFICE AND
REGISTERED AGENT**

The address of the initial registered office of the limited liability company is 2276 Colony Club Drive, Lakeland, Polk County, Florida 33813, and the name of its initial registered agent at such address is Richard Crump.

**ARTICLE XI
RESTRICTIONS ON MEMBERSHIP**

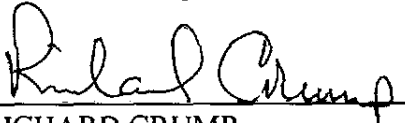
Members shall have the right to admit new members by unanimous consent. Contributions required of new members shall be determined as of the time of admission to the limited liability company.

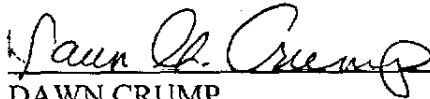
A member's interest in the limited liability company may not be sold or otherwise transferred except with the unanimous written consent of all members.

Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, the remaining members shall have the right to continue the business upon unanimous consent of such remaining members.

The undersigned, being the original members of the limited liability company, hereby certify that the foregoing constitutes the proposed Articles of Organization of Advantage Distributing, L.L.C.

Executed by the undersigned at Lakeland, Polk County, Florida on March 4, 2003.


RICHARD CRUMP
Member

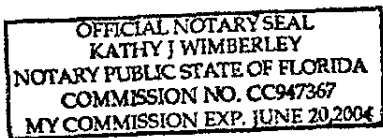

DAWN CRUMP
Member

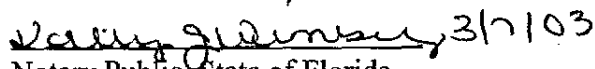
STATE OF FLORIDA)
)
) ss
COUNTY OF POLK)

BE IT REMEMBERED that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared, RICHARD CRUMP and DAWN CRUMP, personally known to me or presented a valid Florida Drivers License 0651752490620 and 0651167516670 the persons described as the Members in the foregoing Articles of Organization, and they acknowledged before me that he executed said Articles of Organization.

WITNESS my hand and official seal at Lakeland, Polk County, Florida, this 4th day of March, 2003.

(Notary Seal)




Notary Public, State of Florida
My Commission Expires: June 2004

CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Chapter 608 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: **ADVANTAGE DISTRIBUTORS, L.L.C.**

2. The name and address of the registered agent and office is: **RICHARD CRUMP, 2276 Colony Club Dr., Lakeland, FL 33813**

SIGNATURE Richard Crump

TITLE Member

DATE 3-7-03

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 DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

SIGNATURE Richard Crump

DATE 3-7-03