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TALLAHASSEE FLORIDA

## TRANSMITTAL LETTER

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** American Distance Learning Institute  
(Name of Limited Liability Company)

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Manuel Wladdimiro  
(Name of Person)

\_\_\_\_\_  
(Firm/Company)

1200 West Av. #410  
(Address)

Miami Beach, FL 33139  
(City/State and Zip Code)

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For further information concerning this matter, please call:

Manuel Wladdimiro at (786) 2105066  
(Name of Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

- ☐ \$125.00 Filing Fee    ☒ \$130.00 Filing Fee & Certificate of Status    ☐ \$155.00 Filing Fee & Certified Copy (additional copy is enclosed)    ☐ \$160.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
409 E. Gaines Street  
Tallahassee, Florida 32399

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

**AMERICAN DISTANCE LEARNING INSTITUTE LLC  
ARTICLES OF ORGANIZATION**

The undersigned, being a duly authorized member, desiring to form a limited liability company under and pursuant to the Florida Limited Liability Company Act, Chapter 608, Florida Statutes, does hereby adopt the following Articles of Organization

**ARTICLE I. NAME**

The name of the limited liability company is American Distance Learning Institute, LLC (the "Company").

**ARTICLE II. ADDRESS**

The principal office and mailing address is:  
1200 West Av. #410  
Miami Beach, FL, 33139

**ARTICLE III. DURATION AND CONTINUATION**

The period of the Company's duration shall commence with the filing of these Articles of Organization with the Secretary of State, and shall continue perpetually, unless terminated (i) in accordance with the Company's Regulations, (ii) the unanimous written agreement of all Members, (iii) by the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member, or (iv) upon the occurrence of any other event which terminates the continued membership of a Member. However, upon any such termination event, the existence and business of the Company may be continued with the consent of a majority of the remaining Members of the Company, or by amendment of these Articles of Organization providing for the continued existence of the Company.

**ARTICLE IV. PURPOSE**

The Company is organized to engage in any activity or business permitted under the laws of the United States of America and Florida.

**ARTICLE V. REGISTERED AGENT AND OFFICE**

The name and street address of the registered agent of the Company in the State of Florida is Manuel Wladdimiro, 1200 West Av. #410, Miami Beach, FL, 33139

**ARTICE VI. INITIAL MEMBERS**

The initial members of the Company, their initial capital contribution, and their percentage interest in the company are:

Initial Member In company	Percentage interest	Capital Contribution
<u>1) ALIANZA INC</u> <u>A Florida Corporation</u> <u>Document Number P03000032534</u>		<u>33.33% USD \$ 500</u>
<u>2) INTEGRATED COMMUNICATIONS CONSULTING LLC</u> <u>A Florida Corporation</u> <u>Document Number L04000035880</u>		<u>33.33% USD \$ 500</u>
<u>3) FIBERSYS CORP</u> <u>A Florida Corporation</u> <u>Document Number P04000001360</u>		<u>33.33% USD \$ 500</u>

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## ARTICLES VII. ADDITIONAL MEMBERS

New members may be admitted only upon the consent of the 100% of the Members ( "Majority" ) and upon the compliance with the provisions of this agreement.

## ARTICLE VII MANAGEMENT

Members hereby delegates the management of the Company to Manager (s), subject to the limitations set out in this agreement.

- a) Members shall elect and may remove the Manager(s) by majority vote.
- b) A Manager shall serve until a successor is elected by the members.
- c) The Manager(s) shall have the authority to take all necessary ad proper actions in order to conduct the business of the Company.
- d) In determining the timing and total amount of distributions to the members, the action of the Managers shall be based on a majority vote of the managers.
- e) The initial Managers are:

Ivan Atralaga  
254 NE 101 ST  
Miami Shores, FL, 33138

Manuel Wladdimiro  
1200 West Av. #410  
Miami Beach, FL, 33139

Manuel Castro  
5401 Collins Av#1024  
Miami Beach, FL, 33140

## ARTICLE VIII. INTEREST OF MEMBERS

Each member shall own a percentage interest in the Company. The Member's percentage interest shall be based on the amount of cash or other property that the Member has contributed to the Company and that percentage interest shall control the Member's share of profit, losses and distribution of the Company.

## ARTICLE IX. VOTING BY MEMBERS

Members shall be entitled to vote on all matters which provide for a vote of the Members in accordance with each Member's percentage interest.

## ARTICLE X. MAJORITY REQUIRED

Except as otherwise required, a majority of the Members is required for any action.

## ARTICLE XI. ADDITIONAL CONTRIBUTIONS

Only a majority of the Members of the Company may call on the members to make additional cash contributions as may be necessary to carry in the Company's business. The amount of any additional cash contribution shall be based on the members then existing percentage of interest. To the extent a Member unable to meet a cash call, the other members can contribute the unmet on a pro rata basis based on the Member's percentage interest at that time, and the percentage interest of each member will adjust accordingly.

## ARTICLE XII. DUTIES OF MEMBERS: LIMITATION OF LIABILITY

The Members, Managers and officers shall perform their duties in good faith, in a manner they reasonably believe to be in the best interest of the Company. No Member or officer shall have any liability to the Company or any other Member by reason of being or having been a Member or officer. No member or officer shall not be liable to the Company or to any other Member or officer for any loss or damage sustained by the Company or any other Member or officer unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, or a wrongful taking by that Member or officer.

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### ARTICLE XIII. MEMBERS HAVE NO EXCLUSIVE DUTY TO COMPANY

The Members shall not be required to participate in the Company as their sole and exclusive business

### ARTICLE XIV. PROTECTION OF MEMBERS AND OFFICERS

- a) As used herein, the term "Protected Party" refers to the Members and officers of the Company.
- b) To the extent that, at law or equity, a Protected Party has duties ( including fiduciary duties ) and liabilities relating thereto to the Company or to any other Protected Party, a Protected Party participating under this articles of organization shall not be liable to the Company or to any other Protected Party for good faith reliance on:
  - i. the provision of this articles of organization;
  - ii. such information, opinions, reports or statements presented to the Company by any person as to matters the Protected Party reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company including information, opinions, report or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other fact pertinent to the existence and amount of asset from which distributions to Members might be properly be paid.

### ARTICLE XV. INDEMNIFICATION

Any person who is or was a member or officer of the Company and who is or may be part to any criminal action because his/her participation in or with the Company, and who acted in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the Company shall be indemnified and held harmless by the Company.

### ARTICLE XVI. MEMBERS INTEREST TERMINATED

A members interest in the Company shall cease upon the occurrence of one ore more of the following events:

- a) A Member provided notice of withdrawal to the Company thirty ( 30 ) days in advance of the withdrawal date.
- b) A Member assigns all of his/her interest to a qualified third party.
- c) A Member dies.
- d) A member, without the consent of the of a majority of the Members: 1) makes an assignment for the benefits of creditors; 2) files a voluntary petition in bankruptcy; 3) is adjudicated a bankrupt or insolvent; 4) seeks, consents to, acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of his properties; or 5) if any creditor permitted by law to do so should commence foreclosure or take any other action to seize or sell any Member's interest in the Company.

### ARTICLE XVII. EFFECT OF DISSOCIATION

Any dissociated Member shall not be entitled to receive the fair value of his Company interest solely by the virtue of his dissociation. A dissociated Member that still owns an interest in the Company shall be entitled to continue to receive such profits and losses, to receive such distribution or distributions, and to receive such allocations of income, gain, loss, deduction, credit or similar items to which he would have been entitled is still a Member. For all other purposes a dissociated Member shall no longer be considered a Member and shall no have rights or a Member.

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## ARTICLE XVIII. COMPANY INTEREST

The Company interest is personal property. A member has no interest in property owned by the Company.

## ARTICLE XIX. ENCUMBRANCE

A member can encumber his Company interest by a security interest or other form of collateral only with the consent of the other Members. Such consent shall only be given if the proceeds of the encumbrance are contributed to the Company to respond to a cash call of the Company.

## ARTICLE XX. SALE OF INTEREST

A Member can sell his Company interest as follow:

- a) If a Member desires to sell his/her interest, in whole or in part, he/she shall give written notice to the Company of his desire to sell all or part of his/her interest and must first offer the interest to the Company. The Company shall have the option to buy the offered interest in the then existing Set Price as provided in this articles of incorporation. The Company shall have thirty ( 30 ) days from the receipt of the assigning Member's notice to give the assigning Member written notice of its intention to buy all, some, or none of the offered interest. The decision to buy shall be made by a majority of the other Members. Closing on the sale shall occur within sixty ( 60 ) days from the date that the Company gives written notice of its intention to buy. The purchase shall be made in cash at closing.
- b) To the extent the Company does not buy the offered interest of the selling Member, the other Members shall have the option to buy the offered interest at the Set Price on a pro rata basis based on the Member's interest at that time. If Member does not desire to buy up his/her proportional part, the other Members can buy the remaining interest on the same pro rata basis. Members shall have fifteen ( 15 ) days from the date the Company gives its written notice to the selling Member to give the selling member notice in writing of their intention to buy all, some, or non of the offered interest. Closing on the sales shall occur within sixty ( 60 ) days from the date that the Members give written notice of their intention to buy. The purchase price shall be paid in cash at closing.
- c) To the extent the Company or the Members do not buy the offered interest, the selling Member can then assign his interest to a non Member. The selling Member must close on the assignment within ninety ( 90 ) days of the date that he gives notice to the Company. If he does not close by that time, he must again give the notice and options to the Company and the Company Members before he sells the interest.
- d) A non-member purchaser of a member's interest cannot exercise any rights of a Member unless a majority of a non-selling Members consent to him becoming a Member. The non-member purchaser will be entitled, however, to share in such profit and losses, to receive such distributions, and to receive such allocation of income, gain, loss, deduction, credit or similar items to which the selling member would be entitled, to the extent of the interest assigned, and will be subject to calls for contributions under the terms of this articles of organization. The purchaser, by purchasing the selling member's interest, agrees to be subject to all the terms of this Articles of Organization as if he were a Member.

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MAR-22-2005 16:46 FROM:

T-294 P.001 F-947

FROM :

FAQ NO. :

Mar. 17 2005 18:32:41 P1

#### ARTICLE XXI SET PRICE

The set price for the purpose of this articles of organization shall be the price fixed by consent of a majority of the Members. The set price shall be memorialized and made a part of the Company records. The initial Set Price for each Member's interest is the amount of the Member's contribution (s) to the Company as provided above, as updated in accordance with the terms hereof. Any future changes in the Set Price by the Members shall be based upon net equity in the assets of the Company ( fair market value of the assets less outstanding indebtedness ).

#### ARTICLE XXII PARTNERSHIP ELECTION

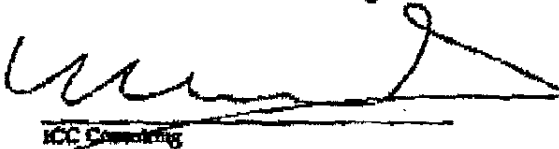
The Members elect that Company be taxed as a partnership and not as an association taxable as a corporation.

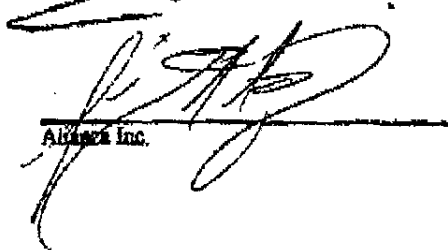
#### ARTICLE XXIII APPLICABLE LAW

To the extent permitted by law, this articles of organization shall be construed in accordance with and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned members have executed these Articles of Organization on this Monday, March 14, 2005

  
Fibersys Corp.

  
ICC Consulting

  
Allstate Inc.

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