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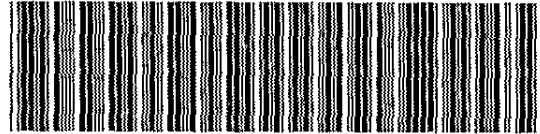
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U-W Logistics, LLC

L07000073778

Signature _____

Requested by: _____

Name _____

Date *7/17*

Time *11:00*

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____ Art of Inc. File _____

____ LTD Partnership File _____

____ Foreign Corp. File _____

____ L.C. File _____

____ Fictitious Name File _____

____ Trade/Service Mark _____

____ Merger File _____

____ Art. of Amend. File _____

____ RA Resignation _____

____ Dissolution / Withdrawal _____

____ Annual Report / Reinstatement _____

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____ Certificate of Good Standing _____

____ Certificate of Status _____

____ Certificate of Fictitious Name _____

____ Corp Record Search _____

____ Officer Search _____

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ARTICLES OF ORGANIZATION

OF

U-W LOGISTICS, L.L.C.

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Comes now the undersigned member, being natural person of the age of eighteen (18) years or more, and for the purpose of forming a Limited Liability Company under the Florida Limited Liability Company Act, does hereby adopt the following Articles of Organization:

ARTICLE I

The name of the Limited Liability Company is U-W LOGISTICS, L.L.C.

ARTICLE II

The purposes for which the Limited Liability Company is organized shall be the transaction of any and all lawful business for which a Limited Liability Company may be organized under Florida Statutes §608.

ARTICLE III

The mailing address and street address of the principal office for business of the limited liability company is: 5295 Lark Road, Diamond, Missouri 64840.

ARTICLE IV

The name and street address of the Limited Liability Company's initial registered agent and the initial registered office for the service of process in Florida is: James D. Carter, Jr., Esq. 1111 Third Avenue West, Riverview Center Suite 150, Bradenton, Florida 34205.

ARTICLE V

The management of the Limited Liability Company is vested in the following member manager:

Myrna McCallum.

ARTICLE VI

The duration of the Limited Liability Company shall be perpetual, unless terminated or dissolved according to the applicable laws of this State.

ARTICLE VII

The rights of remaining members of the Limited Liability Company to continue the business and affairs of the Company upon the event of the withdrawal of a member shall not be limited or restricted.

ARTICLE VIII

The name and address of the Organizer of the Limited Liability Company is:

MYRNA McCALLUM
5295 Lark Rd.
Diamond, Missouri 64840

ARTICLE IX

It is the intent of the organizer and member(s) of the Limited Liability Company that it qualify and be classified as a partnership for federal income tax purposes. Such actions as are necessary will be taken by the appropriate member(s) and manager(s) to accomplish this goal and/or otherwise qualify for tax exemption on income as provided in Florida Statutes § 608.471.

In Witness Whereof, I have hereunto set my hand and seal this ____ day of June,
2007.


Myrna McCallum, member/manager

OPERATING AGREEMENT OF U-W LOGISTICS, LLC

THIS OPERATING AGREEMENT, (the "Agreement") of U-W Logistics, L.L.C. (the "Company") is entered into on this ____ day of June, 2007, by and among Myrna McCallum the initial member and shall be binding on additional or substitute members (individually, a "Member" and, collectively, the "Members").

ARTICLE I

GENERALLY

Section 1. Agreement.

For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members hereby agree to the terms and conditions of this Agreement, as it may from time to time be amended according to its terms. It is the express intention of the Members that the Agreement shall be the sole source of agreement of the parties, and the Agreement shall govern, even when inconsistent with, or different than, the provisions of the Florida Limited Liability Company Act ("the Act") or any other law or rule. To the extent any provision of the Agreement is prohibited or ineffective under the Act, The Agreement shall be considered amended to the least degree possible in order to make the Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of the agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

Section 2. Name.

The name of the Company is U-W Logistics, L.L.C. and all business of the Company shall be conducted under that name to the extent permitted by applicable law.

Section 3. Effective Date.

The Agreement shall become effective upon the filing and acceptance of the Company's Articles of Organization with the Secretary of State of Florida.

Section 4. Term.

The duration of the Company shall be perpetual, unless the term shall be altered by amendment to the Agreement and the Articles of Organization, or unless the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or Agreement (the "Term")

Section 5. Registered Agent and Office.

The registered agent for the service of process and the registered office shall be that person and location reflected in the Articles of Organization as filed in the office of the Secretary of State. The Executive Committee, may from time to time, change the registered agent or office through appropriate filings with the Secretary of State. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Executive Committee shall promptly designate a replacement registered agent or file a notice of change of address as the case may be and otherwise comply with the Act in this regard.

Section 6. Company Property.

All the rights, title, interests and properties of any nature whatsoever, tangible and intangible, owned or hereafter acquired or received by the Company are herein the "Property" and such Property is and shall be held in the name of the Company.

Section 7. Members' Authority.

Except as otherwise provided in this Agreement, no Member shall have any authority to act for, or assume any obligations or responsibility on behalf of, any other Member or the Company.

Section 8. Principal Place of Business.

The principal place of business of the Company shall be 5295 Lark Road, Diamond, Missouri 64840, or such other place or places as the Manager(s) shall designate in writing.

ARTICLE II

MANAGEMENT

Section 1. Managers and Executive Committee.

- (a) There shall be at all times at least one manager (the "Manager(s)") of the Company and the Manager(s) shall constitute the Executive Committee of the Company. The Executive Committee shall be elected by the Member(s) and a Chairman appointed by the Manager(s).
- (b) The initial Manager of the Company and Executive Committee Chairman shall be MYRNA MCCALLUM who shall serve until the first annual meeting of members or until her successor(s) are elected and qualify.
- (c) An annual meeting shall be held during the month of December of each year to elect the Manager(s) to serve on the Executive Committee for the annual period beginning January 1st. Each Member who is entitled to vote shall have the right to cast one vote per candidate or as many votes in the aggregate as shall equal the Member Interest held by such Member, multiplied by the number of Managers to be elected and may cast the whole number of votes, either in person or by proxy, for one candidate or distribute them among two or more candidates.

Such votes can be cast in person or by proxy, which proxy must be executed in writing by the Member or by the Member's duly authorized attorney in fact.

The date and place of the meeting to elect the Manager(s) to serve on the Executive Committee shall be announced by the Chairwoman on or prior to December 1st of the year of the meeting. If no such announcement is made, the meeting shall be held on the last regular business day in December of that year at the principal place of business of the Company.

- (d) In the event of the death, incapacity, inability to act or resignation of a Manager, or in the event of the removal of a Manager, a successor Manager shall be elected at a special meeting of a quorum of the Members.

Section 2. Management of the Company.

The Executive Committee Chairwoman shall conduct and manage the usual business and affairs of the Company subject to this Agreement.

ARTICLE III

CAPITAL

Section 1. Contributions to Capital.

The capital contributions of the Member(s) on the books of the Company shall bear no interest except as otherwise provided herein or required by the Act and shall reflect the fair market value of all property contributed by the Members as set out in Exhibit A hereto which shall be amended from time to time by the Executive Committee with respect to contributions by existing or future Members. The nature and extent of capital contributions shall be determined by the Executive Committee.

Section 2. Capital Accounts.

A separate capital account shall be established for each Member, and shall be maintained and adjusted in accordance with general tax accounting principles governing the determination of

the Members' distributive shares of income, gain, loss, deduction and credit, or items thereof, of the Company.

ARTICLE IV

ALLOCATIONS, ACCOUNTING, TAXES AND DISTRIBUTIONS

Section 1. Allocations.

- (a) For all purposes, except as otherwise expressly provided herein, all profits, gains, losses, income, deductions and credits shall be allocated to the Members in the percentages set forth opposite each of their names on the schedule set out in Exhibit B attached hereto. Such percentages are referred to in this Agreement as the "Member Interest(s)."
- (b) The Members acknowledge that for income tax purposes the Company's adjusted bases of certain properties differ from the fair market value of such properties at the time Members contributed such property to the Company. The Members further acknowledge that the principles of Section 704 of the Internal Revenue Code of 1986, as amended (the "Code") apply with respect to such property.

Section 2. Taxes.

Any provision of this Agreement to the contrary notwithstanding, solely for federal and state income tax purposes, each of the Members hereby recognizes that the Company intends to be subject to all provisions of the Code relating to partnerships.

Section 3. Distribution.

Distribution shall be made as per the agreement of the Executive Committee.

Section 4. Accounting.

- (a) The fiscal year of the Company shall be the calendar year.
- (b) The books of account of the Company shall be kept and maintained at all times in accordance with law and at the principal place of business of the Company. For income tax purposes, the books of account shall be maintained on either the accrual or cash basis, in accordance with generally accepted accounting principles, or whichever method is most advantageous.

Section 5. Tax Matters Member.

The Chairman of the Executive Committee is hereby designated as the Tax Matters Member of the Company pursuant to applicable provisions of the Code and the regulation thereunder.

ARTICLE V

DISSOLUTION AND WINDING UP

Section 1. Dissolution.

The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events (which, unless the Member(s) agree to continue the business, shall constitute dissolution events);

- 1.1 the expiration of the Term, unless the business of the Company is continued with the consent of a (majority in interest or majority in number of the Members);
- 1.2 the unanimous written consent of all the Members;
- 1.3 the withdrawal of any Member, unless the business of the Company is continued with the consent of a (majority in interest or a majority in number of the Members within 90 days after such withdrawal).

Section 2. Effect of Dissolution.

Upon dissolution, the Company shall cease carrying on (as distinguished from the winding up of) the Company business, but the Company is not terminated, but continuous until the winding up of the affairs of the Company is completed and articles of termination have been filed with the Secretary of State.

Section 3. Winding Up and Certificate of Dissolution.

The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision has been made therefor, and all of the remaining Property has been distributed to the Members. Upon the completion of winding up of the Company, articles of termination shall be delivered to the Secretary of State which shall set forth the information required by the Act.

ARTICLE VI

RESTRICTIONS ON TRANSFER

Section 1. Restrictions on Transfer.

No Member shall transfer all or any portion of his or her Member Interest or any rights therein without the unanimous consent of the Members. Any Transfer or attempted Transfer by any Member in violation of the preceding sentence shall be null and void and of no force or effect whatsoever. Each Member hereby acknowledges the reasonableness of the restrictions on Transfer imposed by this Agreement in view of the Company purposes and the relationship of the Members. Accordingly, the restrictions on Transfer contained herein shall be specifically enforceable. Each Member hereby further agrees to hold the Company and each Member (and each Member's successors) wholly and completely harmless from any cost, liability or damage (including, without limitation, costs of enforcing this indemnity) incurred by any of such indemnified persons as a result of a Transfer or an attempted Transfer in violation of this

Agreement.

Section 2. Transfer Defined.

Transfer shall mean, for purposes of this Article VI, and actual or purported sale, pledge, hypothecation, assignment, gift, transfer, mortgage, conveyance or other disposition or encumbrance of any Member Interest.

ARTICLE VII

GAIN AND DISTRIBUTION ON LIQUIDATION

Section 1. Gain and Loss on Liquidation.

- (a) For accounting and federal and state income tax purposes, all Section 1231 of the Code and capital gains and losses shall be allocated according to this Section 1 on the happening of any of the following events:
 - (1) the sale or disposition of all or substantially all of the Property.
 - (2) the dissolution and termination of the Company for any other reason.
- (b) All Section 1231 of the Code and all capital gains shall be allocated as follows, and in the following order:
 - (1) first, in the amount required by Section 1(b), Article IV, hereof; then
 - (2) to the Members in the ratio of their respective Member Interests.

Section 2. Distribution on Liquidation.

In the event of the sale or other disposition of all or substantially all of the Property or the dissolution and termination of the Company for any other reason, the Company shall be dissolved and liquidated and all of the Property shall be distributed as follows and in the following order of priority:

- (a) all of the Property, if any, other than cash, shall be sold or collected and turned into cash as expeditiously as possible.
- (b) all of the Company's debts, liabilities and obligations (excluding any loans or advances by the Members) shall be paid in full or reserved therefor shall be set aside.
- (c) all of the Company's debts, liabilities and obligations to the Members shall be paid, but if the amount available therefor shall be insufficient, the pro rata on account thereof.
- (d) any amount remaining shall be distributed to the Members in accordance with their respective Member Interests.
- (e) any Member whose capital account shall have a negative balance following the allocations made pursuant to Section 1 above and the distributions made pursuant to this Section 2 shall contribute to the Company sufficient capital to bring such negative capital account balance to zero; provided, that no Member shall be required to contribute any amounts of such negative capital account which would be distributed to creditors of the Company.
- (f) any amount remaining after the payment of the items referred to in paragraph (e) above shall be distributed first to the Members with a positive balance remaining in their respective capital accounts in the amount of any such positive balance, and any balance to the Members in accordance with Member Interests.

ARTICLE VII

GENERAL

Section 1. Governing Law.

This Agreement and the obligations of the Members and their successors and assigns hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Florida.

Section 2. Entire Agreement.

This Agreement contains the entire agreement between the parties hereto relative to the formation of the Company. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

Section 3. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the applicability of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 4. Binding Agreement.

Subject to the restrictions on transfers and encumbrances set forth herein, this Agreement shall inure to the benefit of and be binding upon the undersigned Member(s) and their respective heirs, executors, legal representatives, successors and assigns. Whenever in this instrument a reference to any party or Member is made it intended to be binding on the heirs, executors, legal representatives, successors and assigns of such party or Member.

Section 5. Equitable Remedies.

The rights and remedies of any of the Members hereunder shall not be mutually exclusive, i.e., the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provision hereof. Each of the Members confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to, nor shall it, limit or affect any right or rights at law or by statute or otherwise of any party aggrieved as against the other for a breach or threatened breach of any provision hereof, it being the intention hereof to make clear the agreement of the Members that the respective rights and obligations of the Members hereunder shall be enforceable in equity as well as at law or otherwise.

Section 6. Counterparts.

This Agreement may be executed in counterparts, all of which taken together shall constitute one instrument.

Section 7. No Partnership Intended for Non-tax Purposes.

The Members have formed the Company under the Florida Limited Liability Company Act, and expressly do not intend hereby to form a partnership. The Members do not intend to be partners to one another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

Section 8. Rights of Creditors and Third Parties Under Company Agreement.

This Agreement is entered into among the Company and the Members for the exclusive

benefit of the Company, its Members, and their successors and permitted assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any capital contribution or otherwise.

Section 9. Amendment.

This Agreement may only be amended by execution of a writing intended as such and signed by (a majority of Members or Members holding a majority in interest or some other percentage).

IN WITNESS WHEREOF, this Agreement is executed effective as of the date first above written.

Dated this 29th day of June, 2007.


Witness Signature

Jeremy H. Box
Printed Name

405 Bobwhite drive

(Address)

Webb City, MO 64870


Witness Signature

JOSEPH W. ROHR
Printed Name

502 W. MARKET ST

(Address)

DIAMOND, MO 64840


Myrna McCallum