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## FLORIDA/FOREIGN LIMITED LIABILITY CO.

## Bernie Little Companies, LLC

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**ARTICLES OF ORGANIZATION  
OF  
BERNIE LITTLE COMPANIES, LLC**

The undersigned subscriber to these Articles of Organization, a natural person competent to contract, does hereby form a limited liability company under the laws of the State of Florida.

**ARTICLE I  
Name**

The name of the limited liability company shall be BERNIE LITTLE COMPANIES, LLC (the "Company").

**ARTICLE II  
Address and Place of Business**

The principal place of business for the Company is:

1920 SW 12<sup>th</sup> Avenue  
Ocala, Florida 34474

The mailing address for the Company is:

Post Office Box 5279  
Ocala, Florida 34478-5279

**ARTICLE III  
Period of Duration**

The Company shall begin existence on the day of filing, and shall continue into perpetuity, or until dissolved in a manner provided by law or by regulations adopted by the Members of the Company.

**ARTICLE IV  
Purposes**

The purpose of the Company is to serve solely as a holding company for Bernie Little Distributing, Inc. and affiliated corporations and limited liability companies. In addition, the Company may engage in the transaction of any or all lawful business for which limited liability companies may be formed under the laws of the State of Florida.

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**ARTICLE V**  
**Registered Office and Registered Agent**

The street address of the Company's initial registered office is 201 North Franklin Street, Suite 2000, Tampa, Florida 33602 and the initial registered agent at such address is James W. Goodwin, Esq. The Company may change its registered office or its registered agent or both by filing with the Department of State of the State of Florida a statement complying with Section 608.416, Florida Statutes. James W. Goodwin, Esq. is specifically authorized to sign and file such Affidavits as may be required under Section 608.407, Florida Statutes.

**ARTICLE VI**  
**Management**

The management of the Company, unless otherwise provided in the Operating Agreement, shall be vested in a Board of Managers which is elected annually by the Voting Members of the Company. The number of Managers of the Company shall be two (2), provided the number of Managers may be changed only by the unanimous consent of the Voting Members at any annual meeting. The initial Managers of the Company will be Bernard L. Little, Jr. and Kenneth W. Daley. The term of each Manager shall expire at the next annual meeting of the Members, unless sooner terminated by reason of the earlier resignation, removal or death of a Manager. A Manager may be removed only by the unanimous consent of the Voting Members. Any actions taken by the Company must be approved by the unanimous consent of the Managers.

Any vacancy occurring for any reason in the number of Managers of the Company (including a vacancy created as a result of an increase in the number of Managers) may be filled by the unanimous consent of the Voting Members. A Manager elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office and shall hold office until the expiration of such term and until his or her successor shall be elected and qualified or until the Manager's earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until his successor shall be elected and qualified, or until his earlier death, resignation or removal.

**ARTICLE VII**  
**Indemnification of Members, Managers and Officers**

The Members, Managers and officers and their Affiliates and their respective stockholders, directors, officers, partners, agents, employees, heirs, and personal representatives (individually, an "Indemnitee") are to be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of the fact that such Person is or was a Member, Manager or officer or an Affiliate of such

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Member, Manager or officer or a stockholder, director, officer, agent, partner or employee of such Member, Manager or officer, which relates to or arises out of the Company, its assets, business or affairs; provided, however, that indemnification shall not be made to or on behalf of an Indemnitee if a judgment or other final adjudication establishes that the actions, or omissions to act, of such Indemnitee were material to the cause of action so adjudicated and constitute any of the following: (i) a violation of criminal law, unless the Indemnitee had no reasonable cause to believe such conduct was unlawful; (ii) a transaction from which the Indemnitee derived an improper personal benefit; (iii) a circumstance under which the liability provisions of Section 608.426 of the Act are applicable; (iv) willful misconduct or a conscious disregard for the best interests of the Company in a proceeding by or in the right of the Company to procure a judgment in its favor or in a proceeding by or in the right of a Member; and (v) a violation by the Indemnitee of Section 608.4225 of the Act including, but not limited to, a breach of the Indemnitee's duty of loyalty or duty of care to the Company and the Members (other than the Indemnitee), or a failure to meet the Indemnitee's obligation of good faith and fair dealing. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, will not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified in (i) through (v) above. Any indemnification pursuant to this Article VII is to be made only out of the assets of the Company and no Member shall have any personal liability on account of such indemnification.

#### **ARTICLE VIII**

##### **Continuity of Business**

Upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member, or upon the occurrence of any other event which terminates the continued membership of a Member in the Company, the business of the Company shall not cease and the Company shall not be dissolved unless the business of the Company is terminated by the consent or agreement of all remaining Members.

#### **ARTICLE IX**

##### **Operating Agreement**

The members of the Company shall adopt an operating agreement (herein referred to as the "Operating Agreement") which shall act as the Operating Agreement of the Members pertaining to the regulation, management and affairs of the Company, provided that such Operating Agreement shall not be inconsistent with these Articles of Organization and the laws of the State of Florida. The Operating Agreement shall be repealed or altered only by the unanimous consent of the Members of the Company, in the manner now or hereafter prescribed by the laws of the State of Florida. Without limitation, the Operating Agreement shall contain (a) restrictions on the transfer of Member interests, (b) restrictions on the removal of a Manager, (c) limitations on the power of the Company to take certain actions, (d) restrictions on the rights of a judgment creditor of a Member and (e) such other restrictions and limitations consistent with the purposes of the Company.

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**ARTICLE X**  
**Acknowledgment**

The undersigned subscriber does hereby certify that the foregoing constitutes the proposed Articles of Organization of **BERNIE LITTLE COMPANIES, LLC**.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization this 15th day of August, 2007.



James W. Goodwin, Esq.  
Attorney and Authorized Representative

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

PURSUANT TO THE PROVISIONS OF SECTION 608.415, 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: **BERNIE LITTLE COMPANIES, LLC**
2. The name and address of the registered agent and office is:

**James W. Goodwin, Esq.  
201 North Franklin Street  
Suite 2000  
Tampa, Florida 33602**

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.

Dated this 15<sup>th</sup> day of August, 2007.

  
James W. Goodwin, Esq.

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