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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

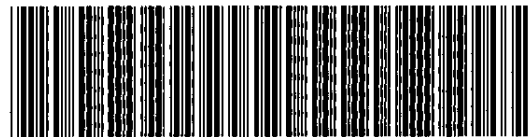
Special Instructions to Filing Officer:

A. LUNT

JUN 17 2010

EXAMINER

Office Use Only



500181845445

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06/16/10--01019--010 **25.00

500181845445
06/16/10--01019--009 **135.00

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2010 JUN 16 PM 4:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: ADVANTAGE RESOURCE GROUP, LLC
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:

Toni Fountain

Name of Person

Firm/Company

c/o 216 West Michigan Avenue

Address

Paw Paw, Michigan 49079

City/State and Zip Code

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

_____ at (_____) _____
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) |
|--|---|---|--|

Mailing Address
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street/Courier Address
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Pmt by U.S. Postal Money Orders (enclosed)

# 17306632247	-	\$ 135.00
# 17735091952	-	\$ 25.00
		\$ 160.00 Total

2010 JUN 18 PM 4:20
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

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ARTICLES OF ORGANIZATION
of
ADVANTAGE RESOURCE GROUP, LLC

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA
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ARTICLE I

NAME: The name of this Limited Liability Company shall be ADVANTAGE RESOURCE GROUP, LLC.

ARTICLE II

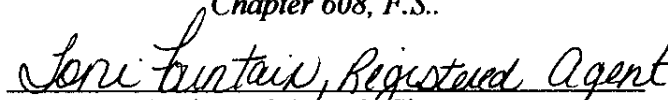
REGISTERED OFFICE: The registered office of this Limited Liability Company is located at: 707 SW 5TH STREET; #3 in DANIA, BROWARD, FLORIDA 33004 and may transact its business and maintain offices for such purposes at such other places either within or without FLORIDA.

ARTICLE III

REGISTERED AGENT: The name and mailing address of the Registered Agent for this Limited Liability Company who agrees and on whom service of process, notice or demand that is required or permitted by law to be served on this Limited Liability Company is:

TONI FOUNTAIN, Registered Agent
408 LAKE STREET
INVERNESS, FLORIDA 34450

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 as provided for in Chapter 608, F.S..


Registered Agent's Signature

ARTICLE IV

BUSINESS PURPOSE: This Limited Liability Company intends to engage in lawful business, whether for profit or not, subject to any provision of law governing or regulating such business with this State, except banking or insurance.

ARTICLE V

NUMBER AND CLASSES OF MEMBERS: This Limited Liability Company is being formed with ONE (1) or more members, as provided under state laws, whose interest, participation and voting rights may be allocated between different classes of members, if any, as may be authorized under regulations duly adopted in an Operating Agreement.

ARTICLE VI

MANAGEMENT: (BY MEMBERS) The management of the business affairs and property of this Limited Liability Company shall be reserved to the members, whose numbers shall not be less than ONE (1) and who shall adopt an Operating Agreement containing all of the provisions deemed appropriate and consistent with laws that govern the conduct of its business affairs, its authorities, rights and powers, and the authorities, duties, rights and powers of its members, managers, officers, employees or agents.

The members may, by lawful consent, appoint one or more managers to manage the business affairs and property of the company and whose authorities, duties, rights and powers shall be authorized pursuant to a duly adopted Operating Agreement.

The names and addresses of the persons who will be the lawful members of this Limited Liability Company at the time of its formation are:

TONI FOUNTAIN, Managing Member
408 LAKE STREET
INVERNESS, FLORIDA 34450

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TALLAHASSEE, FLORIDA

ARTICLE VII

MANAGEMENT: (BY MANAGERS) The management of the business affairs and property of this Limited Liability Company shall be vested in one or more managers who need not be members, but shall be appointed by a majority vote of the members, with full authority to actively manage the business affairs and property of this Limited Liability Company, subject to the rights, powers and duties authorized pursuant to the Operating Agreement duly adopted by the members.

The name(s) of the person(s) who shall serve as manager(s) of this Limited Liability Company at the time of its formation and continually for such periods as hereafter fixed by the members or as provided in the duly adopted Operating Agreement is(are):

NOT APPLICABLE AT TIME OF ORGANIZATION

ARTICLE IX

CAPITALIZATION: This Limited Liability Company shall be initially capitalized with capital contributions made by its members who may contribute, or promise to contribute cash, property or services.

The value of the capital contributions of property or services is the fair market value of such property or services at the time the property is lawfully transferred or the services are rendered to this Limited Liability Company.

ARTICLE X

LIMITATION OF LIABILITY: The members, managers, employees, officers or agents of this Limited Liability Company are not liable, solely by reason of being a member, manager, employee, officer or agent of this Limited Liability Company for the debts, obligations and liabilities incurred by this Limited Liability Company whether arising in contract or tort, under and judgment decree or order of a court or otherwise.

ARTICLE XI

LAWFUL AGENTS: (a) If management of this Limited Liability Company is vested with the members, as may be provided herein under Article VI, each such member is a lawful agent of this Limited Liability Company for the purpose of carrying on its business in the usual way, unless any such member has, in fact, no authority to act for this Limited Liability Company as provided either under Paragraph (b) of this Article or the Operating Agreement; other wise, the acts of each member, including the execution in the name of this Limited Liability Company of any document, instrument or business papers for carrying on in the usual way, the business of this Limited Liability Company, legally binds this Limited Liability Company in all business transactions.

(b) If management of this Limited Liability Company is vested in one or more managers, as may be provided herein under Article VII, a member is not an agent of this Limited Liability Company for the purpose of carrying on its business in the usual way, as each manager is the lawful agent of this Limited Liability Company and whose acts, including the execution in the name of this Limited Liability Company of any document, instrument or business papers for the purpose of carrying on its business in the usual way, legally binds this Limited Liability company in every business transaction.

ARTICLE XII

ASSIGNMENT OF MEMBERS INTERST: (a) The interest of any member may be assigned in whole or in part to a third party or parties, provided, however, such assignment does not dissolve this Limited Liability Company; nor does it entitle the assignee to participate in the management of the business and affairs of this Limited Liability Company, unless assignee is duly admitted as a member upon the unanimous consent of all members.

(b) If an interest in this Limited Liability Company is acquired directly from this Limited Liability Company upon the unanimous consent of all members, then such an additional member is entitled to all of the rights, privileges, immunities and restrictions accorded all members pursuant to these Articles of Organization and/or the duly adopted Operating Agreement.

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TALLAHASSEE, FLORIDA

(c) When a member assigns all or part of his or her interest in this Limited Liability Company to a third party or parties, such member is not released from his or her liability to the Limited Liability Company, unless or until the written unanimous consent of all members is given, whether or not an assignee has been accepted as a lawful member of this Limited Liability Company.

ARTICLE XIII

INDEMNIFICATION: This Limited Liability Company shall indemnify every manager, employee, officer, agent or any other persons performing the usual business of this Limited Liability company, or his or her heirs, executors and administrators, against expenses reasonably incurred by him or her in connection with any action, suit or proceeding holding such person to be liable for negligence or misconduct.

In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which this Limited Liability Company is advised by counsel that the person to be indemnified did not commit such breach of duty; however, this right of indemnification shall not be exclusive of other rights to which he or she may be entitled. And as used in this Article, expenses shall include amounts of judgments, penalties or fines rendered or levied against such manager or member, and the amounts paid in settlement thereof, provided, however, such payments shall have been approved by all the members of this Limited Liability Company.

ARTICLE XIV

ACTION BY CONSENT: Any action taken by the members or managers, whichever is vested with the management of the business and affairs of this Limited Liability Company, which significantly effects either the capital or liability of this Limited Liability Company shall be first duly authorized by the written unanimous consent of all of the managers or members, whichever applicable.

ARTICLE XV

OPERATING AGREEMENT: If there be two or more members, the members shall by unanimous consent, adopt an Operating Agreement at their Organizational Meeting that will direct the management, regulation and government of the business affairs and property of this Limited Liability Company. Said Operating Agreement may be amended from time to time by a majority vote of the members or managers, whichever is vested with the management of this Limited Liability Company.

ARTICLE XVI

FISCAL YEAR: The fiscal year of this Limited Liability Company shall be that period fixed either by the members having an aggregate interest in the profits and capital of this Limited Liability company in excess of 50% or upon a showing of a valid business purpose for such

fiscal year, if not the calendar year. The fiscal year shall therefore be December 31st of each year.

ARTICLE XVII

TAX TREATMENT: For tax purposes this Limited Liability Company shall not be considered a corporation.

IN WITNESS WHEREOF, I affirm that the facts stated above are true and correct and have set my hand this Eleventh of June, 2010 A.D..

Toni Fountain, Organizer
TONI FOUNTAIN, Organizer
408 LAKE STREET
INVERNESS, FLORIDA 34450

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CLERK OF DISTRICT COURT
HALLANDALE BEACH, FLORIDA