

L97 00000000848  
FOR FLORIDA LIMITED LIABILITY COMPANY

Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

SUBJECT: THE GLOBAL RESOURCE MARKETING GROUP  
(Proposed limited liability company name - must include suffix)

Enclosed is an original and one (1) copy.

000002234800--7  
-07/10/97--01041--001  
\*\*\*\*293.75 \*\*\*\*293.75

Filing fee for articles of organization of Florida Limited Liability Company:

- ✓ \$250.00 Filing fee for Articles of Organization and Affidavit
- ✓ \$ 35.00 Designation of Registered Agent
- ✓ \$ 8.75 Certificate of Status

Total Amount  
\$293.75

A letter of acknowledgement will be issued free of charge upon filing. Please submit an additional \$8.75 if a certificate of status is needed. The fee for a certified copy is \$52.50. Please send one check for the total amount made payable to the Florida Department of State.

FROM: EDWARD A. MALDONADO  
Name (Printed or typed)

13780 S.W. 56th Street Suite 202  
Address

Miami, FL 33175  
City, State & Zip

(305) 382-2460 fax: (305) 382-5262  
Daytime Telephone number

FILED  
07 AUG - 97 11:12  
EFFECTIVE DATE  
08-02-97

W97 16395  
9N 846-97  
BC 8/6



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

July 16, 1997

EDWARD A. MALDONADO  
13780 S.W. 56TH ST., STE. 202  
MIAMI, FL 33175

SUBJECT: THE GLOBAL RESOURCE MARKETING GROUP, L.C.  
Ref. Number: W97000016395

We have received your document for THE GLOBAL RESOURCE MARKETING GROUP, L.C. and your check(s) totaling \$293.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Corporations may file using only the corporate name. Please delete any reference to the "doing business as name" in your document. If you wish to register your fictitious name, you may do so by filing the enclosed application and submitting the appropriate fees to this office.

Pursuant to section 608.409, Florida Statutes, the effective date specified in the Articles of Organization must be within 5 days of the date of filing for a prior effective date or no later than 90 days after the date of filing.

An affidavit is required pursuant to section 608.407(2), Florida Statutes, declaring the following: (1) the limited liability company has at least two members; (2) the actual amount of cash contributions; (3) the agreed value of any property other than cash contributed; and (4) the total amount of cash or property anticipated to be contributed by the members.

PLEASE FILE ONLY ONE (1) AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS WITH THE CORRECT TOTALS OF ALL THE MEMBERS. BE SURE THAT THE CONTRIBUTIONS LISTED IN AFFIDAVIT AND THE ARTICLES ARE IDENTICAL.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6878.

John Nedeau  
Document Specialist

Letter Number: 597A00036302

TO: Mr. John Nedeau  
Document Specialist  
Division of Corporations  
Florida Dept. of State  
PO Box 6327  
Tallahassee, FL 32314

From: Edward A. Maldonado

In RE: The Global Resource Marketing Group, L.C.  
Ref. Num.: W98000016395

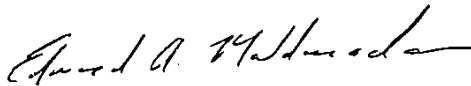
Dear, Mr. Nedeau

Enclosed you will find the amended Articles of Organization for The Global Resource Marketing Group, L.C. with all revisions clarifying your questions of July 16, 1997. Please note that the effective date of the L.C. has been changed to correspond to a date after filing, and now reads August 2, 1997. I totaled the figures of the contributions and have made all necessary corrections. And, the affidavit of assets that was faxed to me has also been included with all L.C. total contributions incorporated therewithin.

If there are any further questions, do not hesitate to call me at 305-382-2960. Thank you for your time and assistance.

Best Regards,

Edward A. Maldonado



**Articles of Organization of the**  
**THE GLOBAL RESOURCE MARKETING GROUP**  
**Limited Liability Company**

**I. THE NAME OF THE ORGANIZATION .**

The name of the organization is: **The Global Resource Marketing Group, L.C.** (~~DBA The GRM Group, L.C.~~)

**II. THE PERIOD OF DURATION .**

The duration of life of the Limited Liability Company shall be thirty (30) years from ~~May 2, 1997~~ <sup>August 2, 1997</sup> and may be terminated earlier than ~~May 2, 2027~~ <sup>August 2, 2027</sup> only upon the unanimous written consent of all participants.

**III. THE REGISTERED OFFICE .**

The Registered Office of the Limited Liability Company shall be: 13780 South West 56<sup>th</sup> Street, Suite 202, Miami, FL 33175.

**IV. THE MAILING ADDRESS of the Limited Liability Company shall be :** 13780 South West 56<sup>th</sup> Street, Suite 202, Miami, FL 33175.**EFFECTIVE DATE**

8-08-97

**V. CONTRIBUTIONS.**

A.) The total amount of cash and a description and agreed value of property other than cash contributed is as follows:

<u>Participant</u>	<u>Initial Contribution</u>	<u>Agreed Value (USD)</u>
Jesse de la Garza	One Toshiba Laptop Portable Computer	\$800.00
	One four drawer file cabinet	\$65.00
	One Credenza (black) with matching table	\$100.00
	One Office Chair	\$45.00
		<b>\$1,000.00</b>
Augusto Maldonado	Airfare for One to Quayaquil, Ecuador May 1996	\$ 600.00
	30% Airfare for One to Santiago, Chile April 1997	\$ 230.00
	Telephone Contact to Guayaquil Ecuador Sept '96 to May 1997	\$ 100.00
	Cost of Reproduction Document for Corporate Entity	\$ 70.00
		<b>\$1,000.00</b>

This Page Read, Understood and Confirmed By:

Jesse de la Garza

Augusto Maldonado

Edward A. Maldonado

Denis Renuart

On this 2<sup>nd</sup> Day of May, 1997.

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# The GRM Group 1997

Page 2 of 15

Participant	Initial Contribution	Agreed Value (USD)
Edward A. Maldonado	Legal Consulting Services Rendered:	
	Preparation of Business Entity. (30 hours)	\$ 480.00
	GRM Logo and Name.	\$ 20.00
	30% of Airfare for One to Santiago, Chile	\$ 300.00
	Out of Pocket Business Expenses in Chile	\$ 200.00
		<u>\$1,000.00</u>
Denis Renuart	Sample Freezer	\$ 100.00
	Secretaries Desk Group	\$ 450.00
	Filing Cabinets (2)	\$ 450.00
		<u>\$1,000.00</u>
Total Contributions (USD):		<del>\$4,000.00</del> 4,000.00

Total

EM

B. The total additional contributions, if any, agreed to be made by all members and the times at which, or the events upon the happening of which, they shall be made are:

Participant	Additional Contributions	Agreed Value	Time They Shall Be Made
Jesse de la Garza	Consulting Services to be rendered	\$12,000.00 ✓	10.5 hours/ week at \$25.00/ hour fee.
Augusto Maldonado	Consulting Services to be rendered	\$ 9,700.00	8 hours / week at \$25.00/ hour fee. Between May 1997 and May 1998.
	IBM Compatible 486 Computer	\$ 1,800.00	To be contributed upon the opening of a central office. (No later than May 1998)
	Samsung Fax Machine	\$ 200.00	
	Office Desk with Chair	\$ 200.00	
	Two Office Chairs	\$ 100.00	
	File Cabinet (three level)	\$ 100.00	
	Personal Contributions	\$ 12,000.00 ✓	
Edward A. Maldonado	Consulting Services to be rendered	\$12,000.00	10.5 hours/ week at \$25.00/ hour fee. Between May 1997 and May 1998.
	Personal Contributions	\$ 12,000.00 ✓	
Denis Renuart	Consulting Services to be rendered	\$ 6,200.00	5 hours / week at \$25.00/ hour fee. Between May 1997 and May 1998.
	Two 486 IBM Compatible Computers	\$ 5,000.00	To be contributed upon the opening of a central office.
	IBM compatible printer	\$ 400.00	
	Sample Refrigerator	\$ 100.00	
	Misc. Office Furniture	\$ 300.00	
	Personal Contributions	\$ 12,000.00 ✓	
Total Contributions (USD):		\$ 48,000.00	

Total

4,000.00  
+ 48,000.00

\$52,000.00

EM

This Page Read, Understood and Confirmed By:

Jesse de la Garza

*[Signature]*

Augusto Maldonado

*[Signature]*

Edward A. Maldonado

*[Signature]*

Denis Renuart

*[Signature]*

On this 2<sup>nd</sup> Day of May, 1997.

- C.) The above promises constitute contracts to individually contribute cash, property, services rendered, promissory note, or other obligations to contribute cash, property or to perform services, and are evidenced on this 1st day of May, 1997, by individual agreements from each of the above Members, found in Appendix I of these Articles of Organization.

**VI. ADDITIONAL MEMBERS.**

- A.) Additional Members may be admitted to the Global Resource Marketing Group contingent upon the unanimous written consent of all Members of the Limited Liability Company.
- ~~B.) Within the first forty five (45) days of the Limited Liability Company, the Members herein express their unanimous consent to bring Joseph Garzozi, of Ave. San Jorge 312, 1<sup>a</sup> Piso, Ciudad Kennedy, Quayaquil, Ecuador into the Global Resource Marketing Group, LC as a Additional Member, so long as, Mr. Garzozi's contributions equal those of an individual Members at the formation of the Limited Liability Company. Should Mr. Joseph Garzozi decide not to join the Limited Liability Company or not contribute capital, property or services within the first forty five (45) days, this affirmation of consent will terminate and all other and future admissions will be contingent upon the unanimous written consent of all Members of the Limited Liability Company.~~

*EM*  
7/23/97

**I. DEATH, RETIREMENT, RESIGNATION, EXPULSION, BANKRUPTCY, OR DISSOLUTION OF A MEMBER.**

The right of the remaining Members of the Limited Liability Company to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Limited Liability Company shall be as follows:

- 1.) remaining Members shall continue the Limited Liability Company if, by majority vote, they elect to do so.

**II. BUSINESS PURPOSES.**

The purpose for which the Limited Liability Company is organized is to render each of the following business services and endeavors, and to own and operate the associated facilities, equipment and real estate to render such services:

- A.) **Representation** . The Limited Liability Company is organized to conduct under its employment (through independent contract or joint venture) the marketing, promotion and sale of : 1) fresh and frozen seafood products or related products, 2) fresh, canned and frozen produce products or by products and 3) fresh cut or dried flowers, greens and herbs, in domestic US or foreign markets, on the behalf of farmers, producers, and processors world wide; and to represent, consult with render report to, and act as agent or independent contractor in regard to the marketing, promotion and sale of the above products and to represent the contracted goals and purposes of clients in every manner as if their purposes and goals were the purposes and goal of this Company
- B.) **Management of Sales Services within the United States.** The Limited Liability Company is organized to conduct under its employment (through independent contract or joint venture) the management of collection of accounts receivable on behalf of clients

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Jesse de la Garza

Augusto Maldonado

Edward A. Maldonado

Denis Renuart

On this 2<sup>nd</sup> Day of May, 1997.

and the deposit of such money into client accounts within the US; and the management of customer service and communication between clients and US customers.

- C.) **Brokerage and Consolidation of Intermediary Transaction Services.** The Limited Liability Company is organized to conduct under its employment (through independent contract or joint venture) the arrangement of import, export, trade, purchase, sale, consignment, and warehousing of : 1) fresh and frozen seafood products or by products; 2) fresh, canned and frozen produce products or by products; and 3) fresh cut or dried flowers, greens and herbs; and to consolidate such freight and intermediary transaction services (through independent contract or joint venture) where and when determined by the Company and client as possible, and to act as agent for other who want to accomplish the same.
- D.) **Consulting.** The Limited Liability Company is organized to render under its employment (through independent contract or joint venture) consulting services on technical, production, inventory, organizational, financial advance planning, and legal themes and issues to farms, producers, processors and brokers of the following types of business: 1) fresh and frozen seafood products or related products; 2) fresh, canned and frozen produce products or related products; and 3) fresh cut or dried flowers, greens and herbs; and to aid said businesses' general production, merchandising, organization, reorganization and operations and to act as promoter, investigator, systems analyzer, agent, representative and consultant for said business operations.
- E.) **Investment.** The Limited Liability Company is organized to acquire, invest in, hold, distribute, hypothecate and sell interests in other partnerships and corporate business enterprises, and to exercise all of the powers of an interest holder under the terms of such entities' charters and Bylaws.

**VII. POWERS.**

The GRM Group, L.C. shall have the same powers as an individual to do all things necessary to carry out its business and affairs, including, without limitation, the power to:

- A.) Sue or be sued, or complain or defend, in its name.
- B.) Purchase, take receive, lease, subscribe for, or otherwise acquire, own hold, improve, vote, use or otherwise deal in or with real or personal property, or an interest in real or personal property or any legal or equitable property wherever located.
- C.) Sell, convey, mortgage, pledge, create a security interest in, lease, exchange, lend, or otherwise dispose of, all, or any part of its property or assets.
- D.) Make contracts or guarantees, or incur liabilities; borrow money; issue its notes, bonds, or other obligations; secure any of its obligations by mortgage or pledge of all or any part of its property, franchise, and income; or make contracts of guaranty and suretyship which are necessary or convenient to the conduct, promotion, or attainment of the

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Edward A. Maldonado

Denis Renuart

On this 2<sup>nd</sup> Day of May, 1997.

business of a corporation the majority of its outstanding stock of which is owned, directly or indirectly, a majority of outstanding stock of the contracting company; or a corporation which owns, directly or indirectly, a majority of the outstanding stock of the contracting company; or a corporation the majority of the outstanding stock of which is owned, directly or indirectly, by a corporation which owns, directly or indirectly, the majority of outstanding stock of the contracting company, which contracts of guaranty and suretyship shall be deemed to be necessary or convenient to the conduct, promotion, or attainment of the business of the contracting company; or make other contracts of guaranty and suretyship which are necessary or convenient to the conduct. Promotion, or attainment of the business of the contracting company.

- E.) Lend money, invest or reinvest its funds, or receive and hold real or personal property as security for repayment.
- F.) Conduct its business, locate offices, and exercise the powers granted by Florida Statute § 608.401-608.514, effective as of Oct. 1, 1993 in accord with all subsequent and future revisions.
- G.) Elect or appoint managers and agents of the limited liability company, define their duties, fix their compensation, and lend them money and credit.
- H.) Make amend its regulations, not inconsistent with its articles of organization or with the law of this state, for the administration and regulation of the affairs of the company.
- I.) Make donations to the public welfare or for charitable, scientific, or educational purposes.
- J.) Indemnify a member or manager or any other person against expenses actually and reasonably incurred by him or it in connection with the defense of an action, suit, or proceeding, whether civil or criminal, in which he or it is made a party.
- K.) Cease its activities and surrender its certificate of organization.
- L.) Have and exercise all powers necessary or convenient to effect any or all of the purposes for which the company is organized.
- M.) Transact any lawful business that will aid governmental policy.
- N.) Pay pensions and establish pension plans, pension trusts, profit-sharing plans, and other incentive plans for any or all of its managers and employees.
- O.) Be a promoter, incorporator, partner, member, associate, or manager of any corporate partnership, limited partnership, limited liability company, joint venture, trust, or other entity.

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On this 2<sup>nd</sup> Day of May, 1997.

- P.) Make payments or donations or do any other act not inconsistent with law that furthers the business and affairs of the company.

**VIII. MANAGEMENT BY MEMBERS.**

The management of the Limited Liability Company shall be vested in its Members in proportion to their contributions to the capital of the Limited Liability Company, as adjusted from time to time to properly reflect any additional contributions or withdrawals by the Members. Such contributions are in the form of cash, property, services rendered, an obligation to render services or promissory note.

The names, addresses, and areas of expertise of the Members are:

<u>Participation</u>	<u>Addresses</u>	<u>Expertise</u>
Jesse de la Garza	5390 S.W. 76 <sup>th</sup> Street Miami, FL 33143, USA	Marketing / Sales Perishables Project Development (Flowers, Greens, Produce, & Herbs) Shipment Consolidation Information Systems/Computers
Augusto Maldonado	12355 S.W. 18 <sup>th</sup> Street, # 14 Miami, FL 33175, USA	Administrative Management Latin American Public Relations Advertising Management of Finances
Edward A. Maldonado	442 S.W. 81 <sup>st</sup> Ave Miami, FL 33144, USA	Legal Consulting Contract Negotiations Project Development Latin American Public Relations
Denis Renuart	2900 Brickell Ave. #27 Miami, FL 33129, USA	Marketing / Sales Perishables Project Development (Seafood, Foodstuffs and Produce) Shipment Consolidation

**VIII. DIVISION OF MANAGEMENT.**

This Page Read, Understood and Confirmed By:

Jesse de la Garza

Augusto Maldonado

Edward A. Maldonado

Denis Renuart

On this 2<sup>nd</sup> Day of May, 1997.

On an annual basis, the Membership of the Limited Liability Company shall elect by majority vote the managing Members and the capacity to which they will serve. Management of the GRM Group, LLC shall consist of six departments of responsibility: The Central Administrative Office, Perishable Projects (Flowers, Fruit, Produce & Herbs), Perishable Projects (Fish, Seafood & Foodstuffs), Business Venture Development, and Public Relations. Accountability of management for all contracts and debts in each of the respective departments shall ultimately be in the hands of the elected managing Member, but the duties and operations of the office may be delegated to other Members or third parties out without the consent of the other Members of the LLC. Office budgets as well as estimates of capital investments for any major GRM project, that is a project over \$1,000.00 (USD) or 40 hours of collective GRM services to be rendered, must be submitted to the Central Administrative Office for review. Upon review and consultation with the Managing Member of the respective department, the Managing Member of the Central Administrative Office may call a meeting of the Members to consider and approve the proposed budget or project.

**IX. REGULATION AND COMPANY POLICY.**

The power to adopt alter, amend, or repeal the regulations of a limited liability company shall be vested in the members of the Limited Liability Company. Regulations adopted by the Members may be repealed or altered; new regulations may be adopted by the Members; and the Members may prescribe in any regulation made by them that such regulations may not be altered, amended, or repealed by a single manager. The regulations may contain any provisions for the regulation and management of the affairs of the Limited Liability Company not inconsistent with law or the Articles of Organization. Any and all regulations promulgated by the Members shall be compiled in the company's Policy Manual and shall be distributed to all Members with the original copy held by the registered agent of the Limited Liability Company.

**X. GENERAL STANDARDS FOR MANAGING MEMBERS**

A.) Any Managing Member shall discharge his duties as a manager, including his duties as a member of a committee:

- (1) In good faith.
- (2) With the care an ordinary prudent person in a like position would exercise under similar circumstances.
- (3) In a manner he or she reasonably believes to be in the best interest of the Limited Liability Company.

B.) In discharging his duties a managing member is entitled to rely on information, opinion, reports, or statements, including financial statements and other financial data, if prepared or presented by:

- (1) One or more members or employees of the Limited Liability Company when the managing Member reasonably believes to be reliable and competent in the matter presented;

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On this 2<sup>nd</sup> Day of May, 1997.

- (2) Legal counsel, public accountants, or other persons as to matters the managing Member reasonably believes are within the persons' professional or expert competence; or
- (3) A committee of managing Members of which he or she is not a member if the managing Member reasonably believes are within the committee merits confidence.
- C.) In discharging his duties, a managing Member may consider such factors as he or she deems relevant, including the long-term prospects and interests of the Limited Liability Company and its members, and the social, economic, legal or other effects of any action on the employees, suppliers, customers, or clients of the Limited Liability Company, the communities and society in which the Limited Liability Company operates.
- D.) A managing Member is not acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted by subsection (C ) unwarranted.
- E.) A managing Member is not liable for any action taken as a manager, or any failure to take any action, if he or she performed the duties of his or her position in compliance with this section.

**XL CONTRACTING DEBTS**

No debt shall be contracted nor contractual liability incurred by or on behalf of the Limited Liability Company, except by:

- 1.) Any Member to whom management has been vested by the general membership with specific capacities, duties or responsibilities.
- 2.) Any General Member representing the business interests of GRM.
- 3.) Any appointed Managing Member that is vested with emergency powers in the event that another Managing Member is incapacitated or is unable to fulfill his or her duties on a continued basis.

**XII MEETINGS OF MEMBERS**

- A.) Meetings of Members may be held at such place, either within or without this state, as may be stated in or fixed in accordance with the Bylaws. If no other place is stated or so fixed, all meetings shall be held at the registered office of the Limited Liability Company.
- B.) An annual meeting of the Members shall be held at such time as may be stated or fixed in accordance with the Bylaws. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Limited Liability Company.
- 1.) Special meetings of the Members may be called by not less than one-tenth of all the Members entitled to vote at the meeting, or by such other persons as may be provided in the Bylaws.

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On this 2<sup>nd</sup> Day of May, 1997.

- 2.) Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose for which the meeting is called shall be delivered not less than ten days nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of any Manager or person calling the meeting to each Member of record entitled to vote at such meeting.
- C.) Notice to Members, if mailed, shall be deemed delivered to any Member, with postage prepaid, but if three successive letters mailed to the last known address of any Member are returned as undeliverable, no further notices to such Members shall be necessary until another address for such Member is made known to the Limited Liability Company.
- D.) When a meeting is adjourned to another time or place, unless the Bylaws otherwise require, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Limited Liability Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.
- E.) When any notice is required to be given to any Member of the Limited Liability Company under provisions of this Article or the Bylaws of the Limited Liability Company, a waiver thereof in writing signed by the person entitled to such notice, whether before, at or after the time stated therein, shall be equivalent to giving of such notice.
- F.) By attending a meeting, a Member:
- 1.) Waives objection to lack of notice or defective notice of such meeting unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transaction of business at the meeting;
  - 2.) Waives objection to consideration at such meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the Member objects to considering the matter when it is presented.

**XIII. VOTING.**

- A.) Subject to the provisions of this Article which require majority or unanimous consent, vote, or agreement of the Members, the Bylaws may grant to all or a specified group of the Members the right to consent, vote, or agree, on a per capita or other basis, upon any matter.
- B.) Unless the Bylaws provide otherwise, any Member may vote in person or by proxy.
- C.) Unless otherwise provided in the Bylaws, a majority of the Members entitled to vote shall constitute a quorum at the meeting of Members. If a quorum is present, the affirmative vote of the majority of the Members represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater proportion or number or voting by classes is required by this Article, the Article of Organization, or the Members, such meeting, or Bylaws. If a quorum is not

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Jesse de la Garza

Augusto Maldonado

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Denis Renuart

On this 2<sup>nd</sup> Day of May, 1997.

represented at any meeting of the Members, such meeting may be adjourned for a period not to exceed sixty days at any one adjournment.

**XIV. ACTION BY MEMBERS WITHOUT A MEETING.**

- A.) Unless the Bylaws provide otherwise, action required or permitted by this Article to be taken at a Members' meeting may be taken without a meeting if the action is evidence by one or more written consents describing the action taken, signed by each Member entitled to vote. Action taken under this subsection (1) is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.
- B.) Written consent of the Members entitled to vote has the same force and effect as a unanimous vote of such Members and may be stated as such in any document.

**XV. DISTRIBUTION OF CAPITAL**

- A.) A Member shall not receive out of Limited Liability Company property any part of his or her contribution to capital until:
- 1.) All liabilities of the Limited Liability Company, except liabilities to Members on account of their contributions to capital, have been paid or sufficient property of the company remains to pay them.
  - 2.) The consent of all Members is had, unless the return of the contribution to capital may be rightfully demanded as provided in this Article.
  - 3.) The following criterion are met:
- B.) Subject to the provisions of subsection (A), a Member may rightfully demand the return of his or its contribution:
- 1.) On dissolution of the Limited Liability Company;
  - 2.) When the date an event specified in the Articles of Organization for the return of the contributions has arrived; or
  - 3.) After the Member has given all other Members of the Limited Liability Company three months prior notice in writing.
- C. Unless he or she has the consent of all Members of the Limited Liability Company, a Member, irrespective of the nature of his or her contribution, has only the right to demand and receive cash in return for his or her contribution to capital.
- D. A Member of a Limited Liability Company may have the Company dissolved and its affairs wound up when:
- 1.) The Member rightfully but unsuccessfully has demanded the return of his or her contribution; or

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Denis Renuart

On this 2<sup>nd</sup> Day of May, 1997.

- 2.) The other liabilities of the Limited Liability Company have not been paid or the Limited Liability Company property is insufficient for their payment, and the Member otherwise would be entitled to the return of his or her contribution.
- E. A Member shall not receive out of the Limited Liability Company property any part of his or her contribution to capital until:
- 1.) All liabilities of the Limited Liability Company, except liabilities to Members on account of their contributions to capital, have been paid or sufficient property of the Limited Liability Company remains to pay them.
  - 2.) The consent of all Members is had, unless the return of the contribution to capital may be rightfully demanded as provided in these Articles.
  - 3.) The Articles of Organization are canceled or so amended as to set out the withdrawal reduction.
- F. Subject to the provisions of subsection (E), a Member may rightfully demand the return of his or her contribution:
- 1.) On the dissolution of the Limited Liability Company;
  - 2.) When the following event has arrived:
  - 3.) After the Member has given all other Members of the Limited Liability Company six months prior notice in writing, if no time is specified in the Articles of Organization for the dissolution of the Limited Liability Company .
- G. In the absence of the consent of all Members of the Limited Liability Company, a Member, irrespective of the nature of his or her contribution, has only the right to demand and receive cash in return for his or her contribution to capital.
- H. A Member of a Limited Liability Company may have the Limited Liability Company dissolve and its affairs wound up when:
- 1.) The Member rightfully but unsuccessfully has demanded the return of his or her contribution; or
  - 2.) The other liabilities of the Limited Liability Company have not been paid or the Limited Liability Company property is insufficient for their payment, and the Member otherwise would be entitled to the return of his or her contribution.

**XVI. SHARING OF PROFITS AND LOSSES**

The profits and losses of the Limited Liability Company shall be allocated among the Members in the manner provided in the Articles of Organization or the regulations. If the Articles of Organization or the

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Jesse de la Garza

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Edward A. Maldonado

Denis Renuart

On this 2<sup>nd</sup> Day of May, 1997.

regulations do not provide for the allocation of profits and losses among Members, profits and losses shall be allocated on the basis of each Member's relative capital account.

**XVII. DISTRIBUTION OF PROPERTY; IMPAIRMENT OF CAPITAL**

The Limited Liability Company may, from time to time, distribute its property to the Members of the Limited Liability Company upon the basis stipulated in the regulations or Bylaws, provided that, after distribution is made, the assets of the Limited Liability Company are in excess of all liabilities of the Limited Liability Company except liabilities to Members on account of their contributions. A distribution of property shall be deemed a "dividend" under § 316 of the United States Internal Revenue Code including any future revisions thereof.

**XVIII. WITHDRAWAL OR REDUCTION OF MEMBERS' CONTRIBUTIONS TO CAPITAL**

- A. A Member may withdraw from a Limited Liability Company at the time or upon the happening of an event specified within these Articles of Organization or the regulations. If these Articles of Organization and regulations do not specify the time or the events upon the happening of which a Member may withdraw or a definite time for dissolution and the winding up of the Limited Liability Company, a Member may withdraw upon not less than six months' prior written notice to each nonwithdrawing member at his address as set forth in the records that are required to be kept under § 608.4101.
- B. Except as provided in subsection (C. ), upon withdrawal, withdrawing member is entitled to receive any distribution to which he or she is entitled under the Articles of Organization or regulations, and, if not otherwise provided in the Articles of Organization and regulation, he is entitled to receive, within a reasonable time after withdrawal, balance of his or her capital account.
- C. A Member may not receive a distribution from the Limited Liability Company to the extent that, after giving effect to the distribution, all liabilities of the Limited Liability Company, other than liabilities to members on account of their ownership interests in the Limited Liabilities Company, exceed the value of the Limited Liability Company's assets.

**XX. RIGHTS OF ASSIGNEES TO BECOME MEMBERS**

Members retain the right to assign their interest to profit and losses in the Limited Liability Company to third parties dependent upon the written consent of all other Members. An assignee of the Limited Liability Company takes interest only in the profits or losses of the Assignor's interest and retains no right to the management of the Limited Liability Company or policy of the operation of the company.

**XXI. POWER OF ESTATE OF DECEASED OR INCOMPETENT MEMBER**

If a Member who is an individual dies or if a court of competent jurisdiction adjudges a Member who is an individual to be incompetent to manage his person or his property, the individual Member will be relieved of all management authority, and one of the remaining Members shall be appointed to take his responsibility and authority in the management of the Limited Liability Company.

This Page Read, Understood and Confirmed By:

Jesse de la Garza

Augusto Maldonado

Edward A. Maldonado

Denis Renuart

On this 2<sup>nd</sup> Day of May, 1997.

**XXII. LIABILITY OF MEMBER TO THE LIMITED LIABILITY COMPANY.**

- (A) A Member of a Limited Liability Company is liable to the Company:
- (1) For the difference between the amount of the Member's contributions to capital which have been actually made and the amount stated in the Articles of Organization or other contract as having been made; and
  - (2) For any unpaid contribution to capital which the Member, in the Articles of Organization or other contract, agreed to make in the future at the time and on conditions stated in the Articles of Organization or other contract.
- (B) A Member holds as Trustee for the Limited Liability Company:
- (1) Specific property which is stated in the Articles of Organization or other contract as having been contributed by such Member, but which property was not contributed or which property has been wrongfully or erroneously returned; and
  - (2) Money or other property wrongfully paid or conveyed to such Member on account of the Member's contribution.
- (C) The Liabilities of a Member as set out in this section may be waived or compromised only by the consent of all Members, but a waiver or compromise shall not affect the right of a creditor of the Limited Liability Company who extended credit or whose claim arose after the filing and before the cancellation or amendment of the Articles of Organization or other contract to enforce such liabilities.
- (D) When a contributor has rightfully received the return in whole or in part of the capital of the Member's contribution, the contributor is still liable to the Limited Liability Company for any sum, not in excess of the return with interest, necessary to discharge its liability to all whose claims arose before such return.

**XXIII. NO LIABILITY UNDER JUDGMENT, DECREE OR ORDER FOR DEBTS OF THE LIMITED LIABILITY COMPANY.**

Neither the Members of the Limited Liability nor the Managers or Officers of the Limited Liability Company shall be liable under judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Limited Liability Company.

**XXIV. DISSOLUTION.**

- (A) A Limited Liability Company Organized under the Limited Liability Company Act shall be dissolved upon the occurrence of any of the following events:
- (1) When the period fixed for the duration of the Limited Liability Company expires;
  - (2) By the unanimous written agreement of all Members; or
  - (3) 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 Limited Liability Company is continued by the consent of all the remaining

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Edward A. Maldonado

Denis Renuart

On this 2<sup>nd</sup> Day of May, 1997.

members or under a right to continue state in the Articles of Organization of the Limited Liability Company.

(B) As soon as possible following the occurrence of any of the events specified in subsection (A) which effect the dissolution of the Limited Liability Company, the Limited Liability Company shall execute a statement of intent to dissolve in the form prescribed by the Secretary of State.

**XXV. PRIORITY OF DEBTS UPON DISSOLUTION.**

(A) In settling accounts after dissolution, the liabilities of the Limited Liability Company shall be entitled to payment in the following order of priority:

- (1) Those liabilities to creditors, in the order of priority as provided by law, except those liabilities to Members of the Limited Liability Company on account of their contributions;
- (2) Those liabilities to Members of the Limited Liability Company in respect of their shares of the profits and other compensation by way of income on their contributions; and
- (3) Those liabilities to Members of the Limited Liability Company in respect of their contributions to capital.

(B) Subject to any statement in the Bylaws, Members shall share in the Limited Liability Company assets in respect to their claims for profits or for compensation by way of income on their contributions, respectively, in proportion to the respective amounts of the claims.

**XXVI. TRANSFERABILITY OF MEMBER'S INTEREST**

(A) An interest of a Member in a Limited Liability Company may be transferred or assigned.

(B) However, if all of the other Members of the Limited Liability Company other than the Member proposing to dispose of his or her interest do not approve of the proposed transfer or assignment by unanimous written consent, the transferee of the interest of the Member shall have no right to participate in the management of the business and affairs of the Limited Liability Company or to become a Member.

(C) The transferee shall be entitled to receive only the share of profits or other compensation by way of income and the return of contributions to which that Member otherwise would be entitled.

**XXVII. LIMITED LIABILITY COMPANY PROPERTY**

Real or personal property owned or purchased by the Limited Liability Company shall be held and owned, and conveyance shall be made, in the name of the Limited Liability Company. Instruments and documents providing for the acquisition, mortgage, or disposition of property of the Limited Liability

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Jesse de la Garza

Augusto Maldonado

Edward A. Maldonado

Denis Renuart

On this 2<sup>nd</sup> Day of May, 1997.

Company shall be valid and binding upon the Company, if they are executed by one or more Managing Members of the Limited Liability Company.

EXECUTED THIS FIRST (1<sup>ST</sup>) DAY OF MAY 1997, IN THE CITY OF MIAMI, THE COUNTY OF DADE, THE STATE OF FLORIDA, THE UNITED STATES OF AMERICA.

As evidenced by our signatures below, we do hereby understand and agree to comply and abide in good faith with the spirit, terms, conditions, and requirements of these Articles of Organization for The Global Resource Marketing Group, L.C.

Jesse de la Garza May 2-1997  
Jesse de la Garza Date

Augusto Maldonado May 2-1997  
Augusto Maldonado Date

Edward A. Maldonado May 2, 1997  
Edward A. Maldonado Date

Denis Renuart 5-2-97  
Denis Renuart Date

This Page Read, Understood and Confirmed By:

Jesse de la Garza

Augusto Maldonado

Edward A. Maldonado

Denis Renuart

On this 2<sup>nd</sup> Day of May, 1997.

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, 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: \_\_\_\_\_

THE GLOBAL RESOURCE MARKETING, LLC (~~"THE GRM GROUP, LLC"~~)

2. The name and address of the registered agent and office is:

EFFECTIVE DATE

08-02-97

EDWARD A. MALDONADO  
(NAME)

13780 SW 56th Street Suite 202  
(P. O. Box NOT ACCEPTABLE)

Miami, FL 33175  
(CITY/STATE/ZIP)

*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.*

Edward A. Maldonado  
(SIGNATURE)

5/2/97  
(DATE)

**Filing Fee: \$ 35 for Designation of Registered Agent**

## AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned member or authorized representative of a member of \_\_\_\_\_

DENIS P. RENUART deposes and says:

- 1) the above named limited liability company has at least two members
- 2) the total amount of cash contributed by the member(s) is \$ 0.
- 3) if any, the agreed value of property other than cash contributed by member(s) is \$ 1,000.00  
A description of the property is attached and made a part hereto.
- 4) the amount of cash or property anticipated to be contributed by member(s) is \$ 12,000.00
- 5) the total amounts of 2, 3 and 4 is \$ 13,000.

  
\_\_\_\_\_  
Signature of a member or authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

## AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned member or authorized representative of a member of \_\_\_\_\_

AUGUSTO A. MALDONADO deposes and says:

1) the above named limited liability company has at least two members

2) the total amount of cash contributed by the member(s) is

\$ 0<sup>00</sup>

3) if any, the agreed value of property other than cash contributed by member(s) is \$ 1,000<sup>00</sup>

A description of the property is attached and made a part hereto.

4) the amount of cash or property anticipated to be contributed by member(s) is

12,000<sup>00</sup>  
\$ 2,700<sup>00</sup> *QW*

5) the total amounts of 2, 3 and 4 is

\$ 10,700<sup>00</sup> *QW*  
13,000<sup>00</sup>

*Augusto A. Maldonado*  
Signature of a member or authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

## AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned member or authorized representative of a member of \_\_\_\_\_

EDWARD A. MALDONADO deposes and says:

- 1) the above named limited liability company has at least two members
- 2) the total amount of cash contributed by the member(s) is \$ - 0.00
- 3) if any, the agreed value of property other than cash contributed by member(s) is \$ 4,000.00.  
A description of the property is attached and made a part hereto.
- 4) the amount of cash or property anticipated to be contributed by member(s) is \$ 12,000.00
- 5) the total amounts of 2, 3 and 4 is \$ 13,000.00

Edward A. Maldonado

Signature of a member or authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

## AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned member or authorized representative of a member of \_\_\_\_\_  
Jesse delgado deposes and says:

- 1) the above named limited liability company has at least two members
- 2) the total amount of cash contributed by the member(s) is \$ ~~0~~
- 3) if any, the agreed value of property other than cash contributed by member(s) is \$ 1000<sup>00</sup>  
A description of the property is attached and made a part hereto.
- 4) the amount of cash or property anticipated to be contributed by member(s) is \$ 13,000<sup>00</sup>
- 5) the total amounts of 2, 3 and 4 is \$ 13,000<sup>00</sup>

Jesse delgado  
Signature of a member or authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

## AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned member or authorized representative of a member of THE GLOBAL

RESOURCE MARKETING GROUP, L.C. deposes and says:

- 1) the above named limited liability company has at least two members — Yes: 4 Members.
- 2) the total amount of cash contributed by the member(s) is \$ 0.
- 3) if any, the agreed value of property other than cash contributed by member(s) is \$ 4,000.00.  
A description of the property is attached and made a part hereto.
- 4) the amount of cash or property anticipated to be contributed by member(s) is \$ 48,000.00.
- 5) the total amount of 2, 3, and 4 is \$ 52,000.00.

EFFECTIVE DATE

08-02-97

Edward A. McHenry, Jr.

Signature of a member or authorized representative of a member.  
(In accordance with section 608.408(3), Florida Statutes, the  
execution of this affidavit constitutes an affirmation under the  
penalties of perjury that the facts stated herein are true.)

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA