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LAW OFFICES  
WILLIAM G. MORRIS

WILLIAM G. MORRIS  
ADMITTED IN FL, DC, VA

OF COUNSEL  
MONTE LAZARUS, P.A.  
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March 30, 1999

Florida Department of State  
Division of Corporations  
409 East Gaines Street  
Tallahassee, FL 32399

800002825308--8  
-03/31/99-01063--003  
\*\*\*\*285.00 \*\*\*\*285.00

Re: WM DISTRIBUTORS, L.C.  
Articles of Organization  
Our File 99CP013

Ladies:

I am enclosing the original and one copy of Articles of Organization and Affidavit for the referenced entity. Also enclosed is a check for \$250.00 to cover filing fees and \$35.00 for designation of registered agent.

Please arrange for issuance of charter and return a certified copy of same to me. If any additional information is needed, please do not hesitate to contact me.

Sincerely,

William G. Morris

WGM/kls  
Enclosures

William G Morris GAVE  
AUTHORIZATION BY PHONE TO  
CORRECT Affidavit + Article VIII  
DATE 4/6/99  
DOC. EXAM MGH

Name	Availability
Document Examiner	
Updater	
Updater Verifier	
Acknowledgement	
W. P. Verifier	

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DIVISION OF CORPORATIONS  
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**ARTICLES OF ORGANIZATION**  
**OF**  
**WM DISTRIBUTORS, L.C., A LIMITED LIABILITY COMPANY**

**ARTICLE I**

**NAME**

The name of this limited liability company is WM DISTRIBUTORS, L.C., a limited liability company referred to in these Articles of Organization as the "Company."

**ARTICLE II**

**REGISTERED OFFICE AND AGENT**

The street address and mailing address of the registered office and principal office of the Company is 247 N. Collier Boulevard, Suite 202, Marco Island, Florida, 34145. The Company's registered agent is William G. Morris, whose street address is 247 N. Collier Boulevard, Suite 202, Marco Island, Florida, 34145.

**ARTICLE III**

**DURATION**

Unless dissolved earlier, the Company will dissolve automatically on December 31, 2050. Except for prior amendment to this Article III, no act by the Company or its members can avoid that dissolution.

**ARTICLE IV**

**ORGANIZER**

The organizers of the Company are William G. Morris and Melvin Slawik, natural persons at least eighteen (18) years old.

## **ARTICLE V**

### **PURPOSE AND POWERS**

This Company is organized with a general business purpose, has all powers provided by law and may use those powers to any lawful purpose.

## **ARTICLE VI**

### **MANAGEMENT BY MEMBERS**

The Company will be managed by members, as further provided in the Company's operating agreement whose names and addresses are set forth:

Mel Slawik	571 S. Collier Blvd.	Marco Island, FL	34145
BNP Distributors, Inc.	247 N. Collier Blvd. #202	Marco Island, FL	34145

## **ARTICLE VII**

### **CONTRIBUTIONS**

#### **Section 7.01 Contributions Made**

The members in the aggregate have contributed to the Company \$1,000 in cash, plus the following property: None

#### **Section 7.02 Contributions Promised**

Members have promised to make the following additional contributions of up to \$2,500 per member if needed.

## **ARTICLE VIII**

### **ADMISSION OF NEW MEMBERS**

The Company may admit new members as provided in the Company's operating agreement.

\*By unanimous consent of members.

## **ARTICLE IX**

### **DISSOLUTION AVOIDANCE FOLLOWING DISSOCIATION OF A MEMBER**

#### **Section 9.01 Dissolution and Dissolution Avoidance Following the Dissociation of a Member**

(a) Dissociation Defined. "Dissociation of a member" or "dissociation" occurs when the Company has notice or knowledge of an event that has terminated a member's continued membership in the Company.

#### **(b) Means of Avoiding Dissolution Following Member Dissociation**

(i) To avoid dissolution under this Section 10.02(b), the Company must have at least two remaining members. If a dissociation leaves the Company with only one remaining member, that member may admit an additional member.

(ii) In addition to any means for avoiding dissolution provided by statute, dissolution is avoided upon the dissociation of a member if, within 90 days of the dissociation, consent to avoid dissolution is obtained from 75 percent of the remaining members. The consent may be by vote, at a properly called member meeting, or in writing.

## **ARTICLE X**

### **RELATIONSHIP OF ARTICLES OF ORGANIZATION**

#### **TO OPERATING AGREEMENT**

If a provision of these Articles of Organization differs from a provision of the Company's operating agreement, then, to the extent allowed by law, the operating agreement will govern.

## **ARTICLE XI**

### **INDEMNIFICATION**

#### **Section 11.01 Definitions**

For purposes of this article, the terms defined in this section have the meanings given them.

(a) "Company" includes any domestic or foreign company that was the predecessor of this Company in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(b) "Official capacity" means (i) with respect to a manager, the position of manager in the Company, (ii) with respect to a person other than a manager, the elective or appointive office or position held by an officer, member of a committee of the Management Committee, if any, or the efforts undertaken by a Member of the Company who acts on behalf of and at the request of the Company, or the employment or agency relationship undertaken by an employee or agent of the Company, and (iii) with respect to a manager, member officer, employee, or agent of the Company who, while a manager, officer, employee, or agent of the Company, is or was serving at the request of the Company or whose duties in that position involve or involved service as a manager, officer, partner, trustee, or agent of another organization or employee benefit plan, the position of that person as a manager, officer, partner, trustee, employee, or agent, as the case may be, of the other organization or employee benefit plan.

(c) "Proceeding" means a threatened, pending, or completed civil, criminal, administrative, arbitration, or investigative proceeding, including a proceeding by or in the right of the Company.

(d) "Special legal counsel" means counsel who has not represented the Company or a related company, or a manager, officer, member of a committee of the Management Committee, if any, employee, or agent whose indemnification is in issue.

## **Section 11.02 Mandatory Indemnification; Standard**

(a) The Company will indemnify a person made or threatened to be made a party to a proceeding by reason of the former or present official capacity of the person against judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorney fees and disbursements, incurred by the person in connection with the proceeding, if, with respect to the acts or omissions of the person complained of in the proceeding, the person

(i) has not been indemnified by another organization or employee benefit plan for the same judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorney fees and disbursements, incurred by the person in connection with the proceeding with respect to the same acts or omissions;

(ii) acted in good faith;

(iii) received no improper personal benefit; and

(iv) in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful; and

(v) in the case of acts or omissions occurring in the official capacity described in Section 11.01(c) (i) or Section 11.01(c) (ii), reasonably believed that the conduct was in the best interests of the Company, or in the case of acts or omissions occurring in the official capacity described in Section 11.01(c)(iii), reasonably believed that the conduct was not opposed to the best interests of the Company. If the person's acts or omissions complained of in the proceeding related to conduct as a manager, officer, trustee, employee, or agent of an employee benefit plan, the conduct is not considered to be opposed to the best interests of the Company if the person

reasonably believed that the conduct was in the best interests of the participants or beneficiaries of the employee benefit plan.

(b) The termination of a proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent does not, of itself, establish that the person did not meet the criteria set forth in this Section 12.02.

### **Section 11.03 Advances**

If a person is made or threatened to be made a party to a proceeding, the person is entitled, upon written request to the Company, to payment or reimbursement by the Company of reasonable expenses, including attorney fees and disbursements, incurred by the person in advance of the final disposition of the proceeding,

(a) upon receipt by the Company of a written affirmation by the person of a good faith belief that the criteria for indemnification set forth in Section 11.02 have been satisfied and a written undertaking by the person to repay all amounts so paid or reimbursed by the Company, if it is ultimately determined that the criteria for indemnification have not been satisfied, and

(b) after a determination that the facts then known to those making the determination would not preclude indemnification under this article. The written undertaking required by paragraph (a) above is an unlimited general obligation of the person making it, but need not be secured and will be accepted without reference to financial ability to make the repayment.

### **Section 11.04 Reimbursement to Witness**

Subject to the qualification under the standards described in Section 11.02, the Company will reimburse expenses, including attorney fees and disbursements, incurred by a person in connection with an appearance as a witness in a proceeding at a time when the person has not been made or threatened to be made a party to a proceeding.

## **Section 11.05 Determination of Eligibility**

(a) All determinations as to whether indemnification of a person is required because the criteria stated in Section 11.02 have been satisfied and as to whether a person is entitled to payment or reimbursement of expenses in advance of the final disposition of a proceeding as provided in Section 11.03 will be made:

(i) by the Management Committee by a majority of a quorum  
(managers who are at the time parties to the proceeding shall not be counted for determining either a majority or the presence of a quorum);

(ii) if a quorum under clause (i) cannot be obtained, by a majority of a committee of the Management Committee, if any, consisting solely of two or more managers not at the time parties to the proceeding, duly designated to act in the matter by a majority of the full Management Committee, if any, including managers who are parties;

(iii) if a determination is not made under clause (i) or clause (ii), by special legal counsel, selected either by a majority of the Management Committee or a committee by vote pursuant to clause (i) or clause (ii) or, if the requisite quorum of the full Management Committee cannot be obtained and the committee cannot be established, by a majority of the full Management Committee, if any, including managers who are parties;

(iv) if a determination is not made under clauses (i) through (iii), by the Members, excluding the votes held by parties to the proceedings; or

(v) if an adverse determination is made under clauses (i) through (iv) or under paragraph (b), or if no determination is made under clauses (i) through (iv) or under paragraph (b) within sixty (60) days after the termination of a proceeding or after a request for an advance of expenses, as the case may be, by a court in Florida, which may be the same court in which the



proceeding involving the person's liability is taking or has taken place, upon application of the person and any notice the court requires.

(b) With respect to a person who is not, and was not at the time of the acts or omissions complained of in the proceedings, a manager, officer, or person possessing, directly or indirectly, the power to direct or cause the direction of the management or policies of the Company, the determination whether indemnification of this person is required because the criteria set forth in Section 11.02 have been satisfied and whether this person is entitled to payment or reimbursement of expenses in advance of the final disposition of a proceeding as provided in Section 11.03 may be made by an annually appointed committee of the Management Committee, if any, having at least one member who is a manager. The committee shall report at least annually to the Management Committee.

#### **Section 11.06 Insurance**

The Company may purchase and maintain insurance on behalf of a person in that person's official capacity against any liability asserted against and incurred by the person in or arising from that capacity, whether or not the Company would have been required to indemnify the person against the liability under the provisions of this article.

#### **Section 11.07 Disclosure**

The amount of any indemnification or advance paid pursuant to this article and to whom and on whose behalf it was paid will be included in the Required Records.

**Section 11.08 Discretionary Indemnification of Others**

Nothing in this Article XI limits the ability of the Management Committee to cause the Company to indemnify any person or entity not described in this Article XI pursuant to, and to the extent described in, an agreement authorized by an act of the Managers.

Executed this 30<sup>th</sup> day of March, 1999

BNP Distributors, Inc.

BY:

William G. Morris, President

The undersigned hereby agrees to sign as registered agent and to comply with Florida laws and discharge duties as same.

William G. Morris

AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS  
AFFIDAVIT OF WILLIAM G. MORRIS

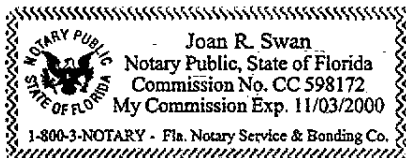
STATE OF FLORIDA  
COUNTY OF COLLIER

BEFORE ME, the undersigned authority, personally appeared, William G. Morris,  
who after being duly sworn, deposes and says:

1. I give this affidavit upon my personal knowledge of the facts set forth herein and state that I am a member of WM Distributors, L.C.
  2. WM Distributors, L.C. has two (2) members.
  3. Cash contribution to WM Distributors, L.C. is \$1,000.00
  4. No other property other than cash has been contributed.
  5. No further contributions are anticipated.
- FURTHER AFFIANT SAYETH NAUGHT.

  
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William G. Morris, AFFIANT

The foregoing instrument was sworn to and acknowledged before me this 30<sup>th</sup> day of March, 1999, by William G. Morris, who is personally known to me.



  
\_\_\_\_\_  
Notary Public

My commission expires: [SEAL]