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Enclosed please find all necessary documents for the filing of

ADVANTAGE COMPUTERS, LLC

Alan Bouffler
1121 Virginia Drive
Orlando, FL 32803

Phone: 407-898-8886 Fax 407-898-0206

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DIVISION OF CORPORATIONS
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ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

ADVANTAGE COMPUTERS, LLC

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

1121 Virginia Drive
Orlando, FL 32803

ARTICLE III - Duration:

The period of duration for the Limited Liability Company shall be:

Thirty years from the date of filing

ARTICLE IV - Management:

(Check the appropriate box and complete the statement)

☐ The Limited Liability Company is to be managed by a manager or managers and the name(s) and address(es) of such manager(s) who is/are to serve as manager(s) is/are:

☒ The Limited Liability Company is to be managed by the members and the name(s) and address(es) of the managing member(s) is/are:

Alan Bouffler
1121 Virginia Drive
Orlando, FL 32803

Future Tech Company Trust
Lonnie D. Crockett, Trustee
1470 N. Main St.
Bountiful, UT 84010

ARTICLE V - Admission of Additional Members:

The right, if given, of the members to admit additional members and the terms and conditions of the admissions shall be:

See Article XIII of Operating Agreement Attached

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ARTICLE VI - Members Rights to Continue Business:

The right, if given, 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:

See Article 3.1 of Operating Agreement Attached

ARTICLE VII - Affidavit of Membership and Contributions

The undersigned member or authorized representative of a member of _____
ADVANTAGE COMPUTERS, LLC certifies:

- 1) the above named limited liability company has at least one member;
- 2) the total amount of cash contributed by the member(s) is

\$ 1,000.00 ;

- 3) if any, the agreed value of property other than cash contributed by member(s) is

\$ ----- ;

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

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

\$ 1,000.00 ;

 5-31-99
Signature of a member or an 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.)

Alan Bouffler
Typed or printed name of signee

Filing Fee: \$250.00 for Articles and Affidavit

ARTICLE XIII

TRANSFER OF COMPANY INTEREST

13.1 Right of First Refusal. Except as provided in paragraph 13.1(g) below, the Members do not want interests in the Company ("Company Interest(s)") to be made generally available to persons other than the present Members. Therefore, the parties agree that no Member will Transfer any of his Company Interest except in accordance with the terms of this Article and with the prior written consent of all of the other Members. No attempted Transfer of any Company Interest not in accordance with the terms of this Article or the prior written consent of all other Members shall be valid or reflected on the Company's books. For purposes of this Article, a "Transfer" of a Company Interest includes any sale, pledge, encumbrance, gift, bequest, or the transfer or disposition of, or permission to be sold, encumbered, attached, or otherwise disposed of or have ownership changed in any manner, whether voluntarily, involuntarily, or by operation of law.

(a) Any Member who wishes to Transfer any of his Company Interest, or who has reason to believe that an involuntary Transfer or a Transfer by operation of law is reasonably foreseeable, shall first give every other Member written notice of his intent to Transfer such Interest or of his knowledge that such involuntary Transfer or Transfer by operation of law is reasonably foreseeable. Such notice must contain a description of what portion of his total Company Interest that will be so Transferred, the consideration that will be paid (if any), and the terms of Transfer and of any payment of consideration (including, but not limited to, the relative percentages of cash and debt, and the duration, interest rate, and payment schedule of any debt instruments), and the name, address, and business or occupation of the person to whom such Company Interest would be transferred, and any other facts which are or would reasonably be deemed material to the proposed Transfer.

(b) Upon the receipt of such notice, every other Member shall have a right to buy a proportionate share of the offered Company Interest. Each Member may buy a share of such Company Interest with the same proportion to the whole of such Company Interest as his own Company Interest bears to those of all Members (except the transferring Member). Each Member may exercise this right of first refusal by giving the transferring Member written notice within thirty (30) calendar days after receipt of the latter's notice.

(c) If the Members do not agree to buy all of the offered Company Interest, the transferring Member may complete the intended Transfer. If such Transfer is not completed within thirty (30) calendar days after expiration of the last exercise period, any attempted Transfer will be deemed pursuant to a new offer and this section shall again apply.

(d) If the proposed Transfer for which notice is given under this Article is a transfer for value, then each Member who elects to buy part of the offered Company Interest under this Article shall do so at the same purchase price and terms, proportionately, as were contained in the transferring Member's written notice of intent to Transfer.

(e) If the proposed Transfer is not a transfer for value then each Member who elects to buy all or any part of the offered Company Interest under this Article shall do so at its fair market value. The fair market value of such Company Interest shall be determined by an independent appraisal performed by a certified Public Accountant selected by the Manager, whose decision in this matter shall be conclusive. The Certified Public Accountant may select a Certified MAI Appraiser to aid him in determining the fair market value of such Company interest. Such purchase price shall be paid at the closing for the sale of such Company Interest, as follows; one-

quarter (1/4) of such purchase price in cash at closing, and the balance in twenty (20) equal quarterly principal payments beginning three months after the date of such closing, with simple interest added to each installment, computed against the outstanding principal balance at the prevailing prime interest rate charged by the Bank of America, on the date of such closing. The buyer will give the selling Member a promissory note as evidence of this debt, and the buyer may prepay all or any part of the principal balance of the note at any time without penalty or premium.

(f) The purchase of a Company Interest pursuant to this Article will take place at a closing to be held not later than the tenth (10th) day after the earlier of: (1) the date on which the Members' purchase options all have expired; or (2) the earliest date on which the Members in the aggregate exercise their purchase options, if any, to buy all of the offered Company Interest. The closing will be held during normal business hours at the Company's principal business office, or at any other place to which the parties agree. At the closing, the buyer will pay for the Company Interest and the Company will change its books to indicate the change of Company Interest.

(g) Notwithstanding any provision in this Article XIII to the contrary, any Member may transfer any part or all of his Company Interest, by gift, bequest, sale, or any other method desired, subject to this Agreement, to or for the benefit of the Member's immediate family or to a trust for the benefit of any such immediate family or to a corporation or partnership wholly owned by such Member or such Member's immediate family. "Immediate family" is defined to mean the spouse, children, grandchildren, or spouse of children or grandchildren of a Member; provided, however, that said original Member must name himself or one other person to act as the sole representative of that Member or his successors for purposes of representation at meetings and voting on Company issues as set forth herein. Such transferees shall hold the interest subject to all the provisions of this Agreement.

13.2 Condition Precedent to Admission of Substitute Member. Notwithstanding the provisions of this Article, additional Members may only be admitted to the Company with the written, majority vote of the then existing Members. In the event that a new Member makes a contribution to the Company in return for admission into the Company, the share of such new Member and all other Members in the capital and the profits and losses of the Company, shall be in such proportion as may be agreed upon by a majority vote of the Members, and the new Member. No person to whom a Company Interest is properly transferred shall be substituted as a new Member in place of the transferring Member until he has agreed in a writing delivered to the Managers, to assume all of the obligations and undertakings of the transferor under this Operating Agreement.

ARTICLE XIV

LIQUIDATION

14.1 Events Causing Liquidation. This Company shall be dissolved and terminated when any one or more of the following occurs:

- (a) The term of the Company expires;
- (b) The Members unanimously vote to dissolve the Company;
- (c) Subject to the provisions of Article III, there is a death, retirement, resignation, expulsion, dissolution, incapacity or bankruptcy of a Member; or

3.1 Term of the Company. The of Corporations Company shall commence on the date of the filing of the Articles of Organization with the Florida Secretary of State and shall be dissolved thirty (30) years from such date; provided, however, that the Company shall be dissolved prior to such date upon the occurrence of any of the following events:

- (a) upon the unanimous vote of all the members;
- (b) any event that makes it unlawful for the business of the Company to be carried on by the Members;
- (c) the death, retirement, resignation, expulsion, bankruptcy, dissolution, revocation, termination of existence or winding up of affairs of a Member or the occurrence of any other event that terminates the continued eligibility for membership of a Member in the Company;
- (d) any other event causing a dissolution of a limited liability company under the Act;
- (e) upon any circumstance which, by prior written agreement between the Members, operates to dissolve the Company.

Continuance of the Company. Notwithstanding the foregoing provisions of Article 3.1, upon the occurrence of an event described in Article 3.1(c) above, the Company shall not terminate or dissolve but shall continue, provided that the remaining Members unanimously elect to continue the business of the Company within ninety (90) days following such death or other circumstance causing or triggering dissolution or termination. Otherwise, the Company shall dissolve and wind up its affairs and the assets of the Company shall be distributed pursuant to Article XIV of this Agreement. For the purposes of this Article, bankruptcy shall include a general assignment for the benefit of creditors. The successors in interest of any Member whose death, dissolution or termination might cause a dissolution of the Company may become substituted Members of the Company only if they first consent in writing to be bound by the provisions of this Agreement, and then only if the remaining Members unanimously consent in writing to such substitution. Without such consent, the successors in interest shall be treated as unauthorized assignees, without any right to participation in the management of the business and financial affairs of the Company. Unauthorized assignees are entitled only to receive distributions and return of capital, and to be allocated net profits and net losses attributable to the membership interest assigned to them.

ARTICLE IV

CHARACTER OF BUSINESS

The character and purposes of the Company shall be:

- (a) Computer product sales and all other lawful business activities for which limited liability companies may be organized pursuant to the Limited Liability Company Act ;
- (b) To incur indebtedness, secured or unsecured, for any of the purposes of the Company;
- (c) To invest and reinvest the assets of the Company in and to purchase or otherwise acquire, hold, sell, transfer, exchange or otherwise dispose of or realize upon, real property and securities of all types and descriptions and any other interests in business ventures;

**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 TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the limited liability company is: _____

ADVANTAGE COMPUTERS, LLC

2. The name and the Florida street address of the registered agent are:

ALAN BOUFFLER

NAME

1121 Virginia Drive

Florida street address (P. O. Box **NOT** ACCEPTABLE)

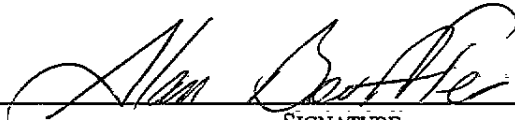
Orlando

FL

32803

CITY, STATE AND 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.



SIGNATURE

5-31-99

Filing Fee: \$ 35 for Designation of Registered Agent

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