

ARTICLES OF ORGANIZATION

OF

INITIATIVE ONE, L.L.C.

ARTICLE I.

The name of this limited liability company is **INITIATIVE ONE, L.L.C.**

ARTICLE II.

This limited liability company shall exist for a period of fifty (50) years measured from the date of filing these Articles of Organization with the Florida Secretary of State.

ARTICLE III.

This limited liability company is created both for any lawful purpose (except that special statutes for the regulation and control of specific types of businesses shall control when in conflict herewith) and for the purpose of providing and designing, installing and maintaining computer network systems, sale of computers and related equipment and software and provision of technical services for the benefit of the public and such other related business as may be agreed on by its members.

ARTICLE IV.

The mailing and street address of the principal office of the limited liability company shall be 2526 22nd Street North, St. Petersburg, FL 33713. The name and address of the initial registered agent of the limited liability company shall be Charles P. Caravana, 2526 22nd Street North, St. Petersburg, FL 33713

ARTICLES V.

The initial members of the limited liability company shall have the right to admit additional members upon the following terms and conditions:

1. Said members must wish to associate themselves with the limited liability company for the business purposes stated; and
2. Said members must pay an initial capital contribution in an amount to be established by the existing members.

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3. The death, retirement, resignation, expulsion, bankruptcy or dissolution of a member of this limited liability company, or the occurrence of any other event which terminates the continued membership of a member in the limited liability company shall not result in the dissolution of this limited liability company. Rather, the remaining members of the limited liability company shall have the right to continue the business of the limited liability company notwithstanding the foregoing events.

4. No person or entity can become a member of the limited liability company without the consent of all the members. If an existing member transfers his or her interest in the limited liability company without the unanimous consent of all members, the transfer is *void ad initio*.

ARTICLE VI.

The management of the limited liability company shall be vested in a manager who shall be elected annually by the members in a manner prescribed by and provided for in the regulations of the limited liability company. The manager shall also hold the offices and shall have the responsibilities accorded to it by the members and as set out in the regulations of the limited liability company. The name and address of the initial manager which is to serve as manager until the first annual meeting of the members or until its successor is elected and qualified is Charles P. Caravana.

The management of the limited liability company shall be vested in the members. The names and addresses of the members are:

Charles P. Caravana and
Janet Caravana, husband & wife

2526 22nd Street North
St. Petersburg, FL 33713

Byron Javier Padilla-Lopez and
Ximena Pacheco, husband & wife

3103 37th Street North
Devon Manor Apartments
Apartment #201
St. Petersburg, FL 33713

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A husband and wife unit, or the survivor of a husband and wife unit, shall constitute one member of the limited liability company.

ARTICLE VII.

The power to amend these Articles of Organization and the power to adopt, alter, amend or repeal the regulations of this limited liability company shall be vested in the manager of the company. Amendments to these Articles of Organization and regulations adopted by the manager may be repealed or altered and new amendments or regulations may be adopted by a majority vote of the members. The members may prescribe in any

regulations made by them that such regulations may not be altered, amended or repealed by the manager. The regulations may contain any provisions for the regulation and management of the affairs of this limited liability company not inconsistent with the law or the Articles of Organization.

ARTICLE VIII.

A member may withdraw from the limited liability company upon not less than a thirty (30) day prior written notice to each non-withdrawing member at his or its address as set forth in the records of the limited liability company that are required to be kept pursuant to Florida law.

ARTICLE IX.

1. The limited liability company shall indemnify any individual or entity made a party to a proceeding because he, she or it was a member of the limited liability company against liability incurred in the proceedings if: (a) he, she or it conducted himself, herself or itself in good faith; (b) he, she or it reasonably believed that his, her or its conduct was in, or at least he, she or it assumed it to be in, the limited liability company's best interest; and (c) in the event of any criminal proceeding, he, she or it had no reasonable cause to belief that his, her or its conduct was unlawful.


2. The limited liability company shall pay for or reimburse the reasonable expenses incurred by any of its members who is a party to a proceeding in advance of the final disposition of the proceeding if: (a) the individual or entity furnishes the limited liability company a written affirmation of his, her or its good faith belief that it has met the standard of good conduct described herein; (b) the individual or entity furnishes the limited liability company written undertaking executed personally or on his, her or its behalf to repay the advance if it is ultimately determined that he, she or it did not meet the standard of conduct; and (c) a determination is made that the facts then known to those making the determination would not preclude indemnification under the law. The undertaking required by this paragraph shall be an unlimited general obligation but need not be secured and may be accepted without reference to financial ability to make repayment. The indemnification in advance of expenses authorized herein shall not be exclusive to any other rights to which any member may be entitled under any bylaw, agreement, vote of members or otherwise. The Articles of Organization shall not be interpreted to limit in any manner the indemnification or right to advancement for expenses to an individual or entity who would otherwise be entitled thereto. These Articles of Organization shall be interpreted as mandating indemnification and advancement of expenses to the extent permitted by law. In addition to the foregoing, the limited liability company shall indemnify and save the organizers harmless in all acts taken by them as organizers of the limited liability company and shall pay all costs and expenses incurred by or imposed upon them as a result of the same including compensation based upon the

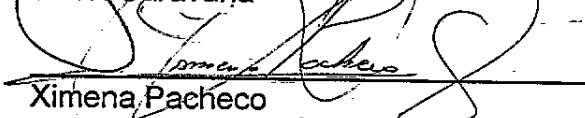
usual charges for expenditures required of them in pursuit of the defense against any liability arising on account of acting as organizers or on account of enforcing the indemnification rights hereunder and the limited liability company releases them from all liability for any such act as organizers not involving willful or grossly negligent misconduct.

IN WITNESS WHEREOF, for the purpose of forming a limited liability company under the laws of the State of Florida, the undersigned executed these Articles of Organization on this the 29 day of June, 1999.


Charles P. Caravana


Byron Javier Padilla-Lopez


Janet Caravana

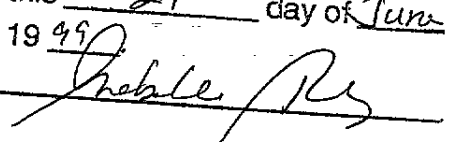

Ximena Pacheco

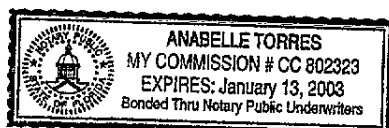
ACCEPTANCE

Having been named as Registered Agent for **INITIATIVE ONE, L.L.C.**, I hereby state that I am familiar with and accept the duties and responsibilities of the position of Registered Agent for this limited liability company.


Charles P. Caravana

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TALLAHASSEE, FLORIDA

Sworn and subscribed before me
this 29 day of June
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OPERATING AGREEMENT AND REGULATIONS

OF

INITIATIVE ONE, L.L.C.

ARTICLE I. OFFICES

1. **Principal Office.** The principal office of the Company in the State of Florida shall be located at 2526 22nd Street North, St. Petersburg, FL 33713. The Company may have such other offices, either within or without the State of Florida as the Members may designate or as the business of the Company may from time to time require.

2. **Registered Office.** The registered office of the Company, required by the Florida Limited Liability Company Act to be maintained in the State of Florida, may, but need not be identical with the Principal Office in the State of Florida. The address of the initial registered office of the Company is 2526 22nd Street North, St. Petersburg, FL 33713, and the initial Registered Agent at such address is **Charles P. Caravana**. The registered office and the Registered Agent may be changed from time to time by action of the Members and by filing the prescribed form with the Florida Secretary of State.

ARTICLE II. MEETINGS

1. **Annual Meeting.** The annual meeting of the Members shall be held the first Tuesday in the month of March in each year, beginning with the year 2000 at the hour of 10:00 o'clock AM, for the purpose of electing a Managing Member and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Members shall cause the election to be held at a special meeting of the Members as soon thereafter as it may conveniently be held.

2. **Regular Meetings.** The Members may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings. If the Members do not prescribe the time and place for the holding of regular meeting, such regular meetings shall be held at the time and place specified by the Operating Manager in the notice of each such regular meeting.

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3. **Special Meetings.** Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Operating Manager or by any two Members.

4. **Place of Meeting.** A meeting of the Members may be held at any location within the State of Florida as selected by the Managing Member.

5. **Notice of Meeting.** Written or telephonic notice stating the place, day and hour of the meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be delivered not less than three (3) days before the date of the meeting, either personally or by mail, or facsimile transmission or E-mail, by or at the direction of the Operating Manager, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the books of the Company, with postage thereon prepaid. When a majority of the Members of the Company are present at any meeting, or if those not present sign in writing a waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting are as valid as if a meeting were formally called and notice had been given.

6. **Quorum.** At any meeting of the Members, a majority of the voting units, as determined from the capital contribution of each Member as reflected by the books of the Company and membership certificate issued, represented in person or proxy, shall constitute a quorum at a meeting of Members.

7. **Proxies.** At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Operating Manager of the Company before or at the time of the meeting. No proxy shall be valid after three (3) months from date of execution, unless otherwise provided in the proxy.

8. **Voting by Certain Members.** Membership Certificates standing in the name of a corporation, partnership or company may be voted by such officer, partner, agent or proxy as the Bylaws of such entity may prescribe or, in the absence of such provision, as the Board of Directors of such entity may determine. Certificates held by a trustee, personal representative, administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such certificates into his name. Certificates held by a husband and wife unit may be voted by whichever of the two is designated in writing to the Manager as the one entitled to exercise the vote.

9. **Manner of Acting.**

a. **Formal Action by Members.** The act of a majority of the Members present at a meeting at which a quorum is present shall be the act of the Members.

b. Presumption of Assent. A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof.

c. Informal Action of Members. Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Members.

10. Order of Business. The order of business at all meetings of the Members shall be as follows:

- a. Roll Call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Report of the Managing Member.
- e. Reports of Committees.
- f. Unfinished Business.
- g. New Business.

11. Telephonic Meeting. Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matter(s) to be voted upon. Participating in a meeting pursuant to this Section shall constitute presence in person at such meeting.

ARTICLE III. FISCAL MATTERS

1. Fiscal Year. The fiscal year of the Limited Liability Company shall begin on the first day of January and end on the last day of December each year, unless otherwise determined by resolution of the Members.

2. **Deposits.** All funds of the Limited Liability Company shall be deposited from time to time to the credit of the Limited Liability Company in such banks, trust companies or other depositories as the Members may select.

3. **Checks, Drafts, etc.** All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Company shall be signed by the Operating Manager.

4. **Loans.** No loans shall be contracted on behalf of the Limited Liability Company or no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Members. Such authority may be general or confirmed to specific instances.

5. **Contracts.** The Members may authorize (by a majority vote) any Member or agent of the Company, in addition to the Managing Member, to enter into any contract or execute any instrument in the name of and on behalf of the Company, and such authority may be general or confined to specific instances.

6. **Accountant.** An accountant may be selected from time to time by the Members to perform such tax and accounting services as may, from time to time be required. The accountant may be removed by the Members without assigning any cause.

7. **Legal Counsel.** One or more attorney(s) at law may be selected from time to time by the Members to review the legal affairs of the Company and to perform such other services as may be required and to report to the Members with respect thereto. The Legal Counsel may be removed by the Members without assigning any cause.

ARTICLE IV. MEMBERSHIP CERTIFICATES AND THEIR TRANSFER

1. **Certificates.** Membership Certificates representing equity and voting interest in the Company shall be in such form as shall be determined by the Members. Such Membership Certificates shall be signed by the Managing Member. All Membership Certificates shall be consecutively numbered or otherwise identified. The name and address of the persons to whom the Membership Certificates are issued, and the capital contribution and the rate of issue, shall be entered in the Certificate Register of the Company. In case of a lost, destroyed or mutilated Membership Certificate, a new one may be issued upon such terms and indemnity to the Company as the Members may prescribe. The initial membership certificate shall be issued on the basis of one certificate, one vote for each \$100.00 capital contribution.

2. **Certificate Register.** Any and all changes in Members or their amount of capital contribution shall be formalized by filing notice of the same with the Secretary of

State by amendment of the Articles of Organization. The most recent filing of the Articles of Organization, as amended, shall be deemed the Register of Certificates.

3. **Transfers of Shares.** Any Member proposing a transfer or assignment of his Certificate shall first notify the Company and all other Members, in writing, of all the details and consideration for the proposed transfer or assignment (the "Notice"). The Company, for the benefit of the remaining Members, and if it declines, the remaining Members, shall have the first right to acquire the equity by cancellation of the Certificate under the same terms and conditions as provided in the proposed transfer or assignment. This right must be exercised by the Company within thirty (30) days of receipt of the Notice and, if not exercised, must be exercised by the remaining Members within forty-five (45) days of receipt of the Note; otherwise the Member proposing to transfer or assign his Certificate shall be free to do so on the terms set forth in the Notice.

The transferee or assignee shall be entitled to receive the share of the profit or loss or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

ARTICLE V. BOOKS AND RECORDS

1. **Books and Records.** The books and records of the Company shall be kept at the principal office of the Company or at such other places, within or without the State of Florida, as the Members shall from time to time determine.

2. **Right of Inspection.** Any Member of record shall have the right to examine, at any reasonable time or times for all purposes, the books and records of account, minutes and records of Members and to make copies thereof. Such inspection may be made by any agent or attorney of the Member. Upon the written request of any Member of the Company, it shall mail to such Member its most recent financial statements, showing in reasonable detail its assets and liabilities and the results of its operations.

3. **Financial Records.** All financial records shall be maintained and reported based under "other comprehensive basis of accounting" as that term is commonly defined under accounting rules and procedures.

ARTICLE VI. OFFICERS

1. **Managing Member.** The Operating Manager shall be the chief executive officer of the Company responsible for the general overall supervision of the business and affairs of the Company. He shall, when present, preside at all meetings of the Members. The Operating Manager may sign, on behalf of the Company, such deeds, mortgages,

bonds, contracts or other instruments which have been appropriately authorized to be executed, by the Members except in cases where the signing or execution thereof shall be expressly delegated by the Members or by this Operating Agreement or by Statute to some other officer or agent of the Company; and, in general, he shall perform all duties as may be prescribed by the Board from time to time.

The specific authority and responsibility of the Managing Member shall also include the following:

- a. The Managing Member shall effectuate this Operating Agreement and Regulations and decisions of the Members.
- b. The Managing Member shall direct and supervise the operations of the Company.
- c. The Managing Member, within such parameters as may be set by the Members, shall establish such charges for services and products of the Limited Liability Company as may be necessary to provide adequate income for the efficient operation of the Company.
- d. The Managing Member, within the budget established by the Members, shall set and adjust wages and rates of pay for all personnel of the Company and shall appoint, hire and dismiss all personnel and regulate their hours of work.
- e. The Managing Member shall keep the Members advised in all matters pertaining to the operation of the Company, services rendered, operating income and expense, financial position, and, to this end, shall prepare and submit a report to the Members at each regular meeting and at other times as may be directed by the Members.

2. **Other Officer.** The Company may, at the discretion of the Members, have additional officers including, without limitation, one or more Vice-Managing Members, one or more Secretaries and one or more Treasurers. Except for the Managing Member, officers need not be selected from among the Members. One person may hold two or more offices. When the incumbent of an office is (as determined by the incumbent himself or by the Members) unable to perform the duties thereof, or when there is no incumbent of an office (both such situations referred to hereafter as the "absence" of the Officer), the duties of the office shall be performed by the person specified by the members.

3. **Election and Tenure.** The Officers of the Company shall be elected annually by the Members at the annual meeting. Each Officer shall hold office from the date of his election until the next annual meeting and until his successor shall have been elected, unless he shall sooner resign or be removed.

4. **Resignations and Removal.** Any Officer may resign at any time by giving written notice to the Operating Manager or to all of the Members, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5. **Vacancies.** A vacancy in any office may be filled for the unexpired portion of the term by the members.

6. **Salaries.** The salaries of the Officers shall be fixed from time to time by the Managing Member and no Officer shall be prevented from receiving such salary by reason of the fact that he is also a Member of the Company.

ARTICLE VII. MISCELLANEOUS

1. **Notice.** Any notice required or permitted to be given pursuant to the provisions of the Statute, the Articles of Organization of the Limited Liability Company or this Operating Agreement shall be effective as of the date personally delivered, facsimile transmitted or E-mailed, or if sent by mail, on the date deposited with the United States Postal Service, postage prepaid and addressed to the intended receiver at his last known address as shown in the records of the Limited Liability Company.

2. **Waiver of Notice.** Whenever notice required or permitted to be given pursuant to the provisions of the Statute, the Articles of Organization of the Limited Liability Company or this Operating Agreement shall be effective as of the date personally delivered, facsimile transmitted or E-mailed, or if sent by mail, on the date deposited with the United States Postal Service, postage prepaid and addressed to the intended receiver at his last known address as shown in the records of the Limited Liability Company.

3. **Indemnification by Company.** The Limited Liability Company may indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Limited Liability Company) by reason of the fact that he is or was a Member of the Company, Officer, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Limited Liability Company, and with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent, shall not in itself create a presumption that the person did or did not act

in good faith and in a manner which he reasonably believed to be in the best interest of the Limited Liability Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

4. **Indemnification.** The indemnification of a Member by the Limited Liability Company is limited to only those acts or omissions arising out of the Member's status as a Member.

5. **Indemnification Funding.** The Company shall fund the indemnification obligations provided by Section 3 of this Article in such manner and to such extent as the Members may from time to time deem proper.

6. **Duality of Interest Transactions.** Members of this Company have a duty of undivided loyalty to this Company in all matters affecting this Company's interests.

7. **Anticipated Transactions.** Notwithstanding the provision of Section 5 of this Article, it is anticipated that the Members and Officers will have other legal and financial relationships. Representatives of this Company, along with representatives of other entities, may from time to time, participate in the joint development of contracts and transactions designed to be fair and reasonable to each participant and to afford an aggregate benefit to all participants. Therefore, it is anticipated that this Company will desire to participate in such contracts and transactions and, after ordinary review for reasonableness, that the participation of the Company in such contracts and transactions may be authorized by the Members.

8. **Gender and Number.** Whenever context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.

9. **Articles and Other Headings.** The Articles and other headings contained in this Operating Agreement are for reference purposes only and shall not affect the meaning or interpretation.

10. **Reimbursement of Officers and Members.** Officers and Members shall receive reimbursement for expenses reasonably incurred in the performance of their duties.


ARTICLE VIII. AMENDMENTS.


1. **Amendments.** This Operating Agreement may be altered, amended, restated or repealed and a new Operating Agreement may be adopted by a majority vote of the Members, after notice and opportunity for discussions of the proposed alteration, amendment, restatement or repeal.


CERTIFICATION

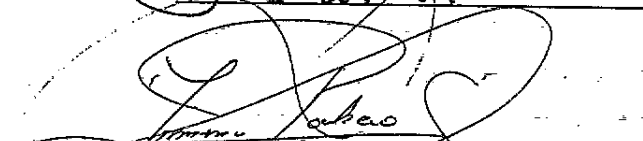
THE UNDERSIGNED, being all of the Members of **Initiative One, L.L.C.**, a Florida limited liability company, hereby evidence their adoption and ratification of the foregoing Operating Agreement and Regulations of the Company.

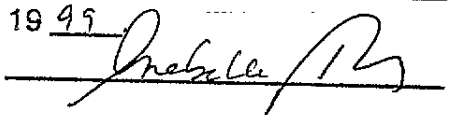
EXECUTED by each Member on the date indicated.


Charles P. Caravana
Dated: 6-29-99


Janet Caravana
Dated: 6-29-99


Byron Javier Padilla-Lopez
Dated: 6-29-99


Ximena Pacheco
Dated: 06.29/99

Sworn and subscribed before me
this 29 day of June
19 99




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99 JUL 12 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority personally appeared **CHARLES P. CARAVANA** (the "Affiant"), who under oath stated as follows:

1. Affiant is a member of **INITIATIVE ONE, L.L.C.**, a Florida limited liability company.

2. Affiant affirmatively states that the limited liability company has two (2) members. Each member has contributed the sum of One Hundred and No/100 Dollars (\$100.00) to the limited liability company in return for one (1) membership unit. The total amount anticipated to be contributed by the initial members of the limited liability company is Two Hundred and No/100 Dollars (\$200.00).

3. Affiant acknowledges that this Affidavit is being prepared in connection with the filing of the Articles of Organization of **INITIATIVE ONE, L.L.C.**, pursuant to the terms of *Florida Statute 608.407(2) (1998)*.

Further Affiant sayeth naught.

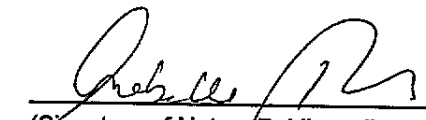

Charles P. Caravana

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 29 day of June, 1999, by **CHARLES P. CARAVANA**, ☐ who is personally known to me, or ☐ who has produced a Florida driver's license or a Florida identification card, or ☐ who has produced None Drivers License as identification.

My commission expires:




(Signature of Notary Public on line above)
Anabelle Torres
(Print Name of Notary Public on line above)

(NOTARY SEAL)

**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: Initiative One, LLC

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

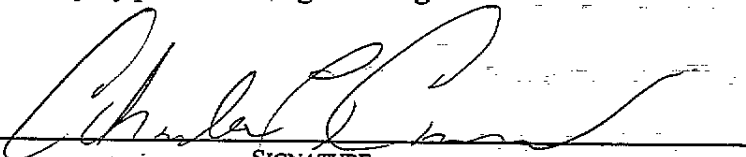
Charles P. Caravana
NAME

2526 22nd Street North
Florida street address (P. O. Box **NOT** ACCEPTABLE)

St. Petersburg, FL 33713
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

Filing Fee: \$ 35 for Designation of Registered Agent