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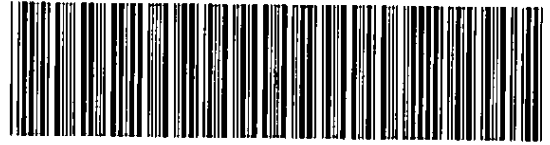
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MR. MOON
MAY 21 2019

W19-45037



FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 8, 2019

RONALD E CARPENTER
864 18TH AVE N
SAINT PETERSBURG, FL 33704

SUBJECT: TMS GROUP INC.
Ref. Number: W19000045037

We have received your document for TMS GROUP INC. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity.

One or more major words may be added to make the name distinguishable from the one presently on file.

The document number of the name conflict is S20984.

Please return 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) 245-6052.

Matthew T Moon
Regulatory Specialist II Supervisor

Letter Number: 019A00009271

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

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

SUBJECT: TMS GROUP INC.

(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed are an original and one (1) copy of the articles of incorporation and a check for:

☐ \$70.00 ☒ \$78.75
Filing Fee Filing Fee
 & Certificate of Status

☐ \$78.75 ☒ \$87.50
Filing Fee Filing Fee.
& Certified Copy Certified Copy
 & Certificate of
 Status

ADDITIONAL COPY REQUIRED

FROM: RONALD E CARPENTER

Name (Printed or typed)

864 18TH AVENUE NORTH

Address

SAINT PETERSBURG, FLORIDA 33704

City, State & Zip

757-286-8403

Daytime Telephone number

CARPSWCC@GMAIL.COM

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

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TALLAHASSEE, FL

NOTE: Please provide the original and one copy of the articles.

Articles of Incorporation

OF

TRAIN MAINTAIN SUSTAIN GROUP INC.

ARTICLES OF INCORPORATION

In compliance with Chapter 607 and/or Chapter 621, Florida Statutes (F.S.)

ARTICLE I

The name of this corporation shall be **Train Maintain Sustain Group Inc.**

ARTICLE II NAME OF CORPORATION:

The principle address is located at 864 18th Avenue North, Saint Petersburg, Florida 33704.

ARTICLE III PURPOSE:

This corporation is organized exclusively for profit purposes; more specifically to provide basic, intermediate and advanced ground, maritime and air training and equipment to U.S. and overseas clients. These services also include consulting in support of training plan development, schoolhouse development, equipment procurement plans, vulnerability assessments, maintenance sustainment programs, and cross cultural and key leadership engagement training.

To this end, the corporation shall at all times be operated exclusively for profitable purposes within the boundries of domestic and international law governing consulting and training. Train Maintain Sustain Group Inc. has been authorized by law to issue shares, irrespective of the nature of the business to be transacted, pursuant to the laws of the State of Florida by virtue of articles of incorporation, has become a domestic corporation of the state.

- A. This operating agreement of Train Maintain Sustain Group Inc. is entered into this date set forth on the signature page hereto by each of the persons named in exhibit A hereto (referred to as a member and collectively as members)
- B. The members have formed a corporation under Chapter 607 and 621 Florida Statutes (F.S.). The certificate of organization of the Company filed under Florida Department of State Division of Corporations are hereby adopted and approved by the members.
- C. The members enter into this agreement to provide for the govenance of the Company and the conduct of its business, and to specify their relative rights and obligations.

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TALLAHASSEE, FLORIDA

ARTICLE IV SHARES

The number of shares of stock is: 5000

ARTICLE V INITIAL OFFICERS AND/OR DIRECTORS

Name and Title: Ronald E. Carpenter (President)

Address: 864 18th Avenue North, Saint Petersburg, Florida 33704

Name and Title: Mario Martin (Vice President)

Address: 3009 Winglewood Circle, Lutz, Florida 33558

ARTICLE VI REGISTERED AGENT

The name and Florida street address (P.O. Box NOT acceptable) of the registered agent

is: Name: Luz M. Armendariz

Address: 864 18th Avenue North, Saint Petersburg, Florida 33704

ARTICLE VII INCORPORATOR


The name and address of the Incorporator is:

Name: Ronald E. Carpenter

Address: 864 18th Avenue North, Saint Petersburg, Florida 33704

ARTICLE VIII EFFECTIVE DATE: 20 April 2019


Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity



Required Signature/Registered Agent

18 MAY 2019
Date

I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third-degree felony as provided for in s.817.155, F.S.



Required Signature/Incorporator

18 MAY 2019
Date

The undersigned incorporator(s), a natural person 18 years of age or older, in order to form a corporate entity under Florida Statutes, adopts the following articles of incorporation.

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TALLAHASSEE, FLORIDA

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SECRETARY OF STATE

ARTICLE IX: DEFINITIONS

Capitalized terms in this agreement have the meanings specified in this Article or elsewhere in this agreement and when not so defined shall have the meanings set forth in Chapter 607 and 621 Florida Statutes (F.S.).

"Capital Contribution" means the amount of cash, property or services contributed to the Company.

"Company" means Train Maintain Sustain Group Inc., a Florida based corporation.

"Member" means a person who acquires Membership Interest or Units, based on how ownership in the Company is expressed.

"Membership Interest" means either Percentage Interest or Units, based on how ownership of the Company is expressed on Exhibit A.

"Percentage Interest" means a percent ownership in the Company entitling the holder to an economic and voting interest in the Company.

"Person" means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company or other entity, whether domestic or foreign.

"Unit" means a unit of ownership in the company entitling the Member holding such Unit to an economic interest in the Company.

"Authorized shares," means the shares of all classes a domestic or foreign corporation is authorized to issue.

"Certificate" when relating to articles filed with the state of Florida Division of Corporations, means the order that makes the articles effective and together with the articles.

"Commission" means the Florida Department of State Division of Corporations.

"Conspicuous" means so written, displayed, or presented that a reasonable person against whom the writing is to operate should have noticed it. For example, text that is italicized, is in boldface, contrasting colors, or capitals, or is underlined, is conspicuous.

"Corporation" or "domestic corporation" means a corporation authorized by law to issue shares, irrespective of the nature of the business to be transacted, organized under this chapter or existing pursuant to the laws of the Chapter 607 and 621 Florida Statutes (F.S.) or which, by virtue of articles of incorporation, amendment, or merger, has become a domestic corporation of the State of Florida.

ARTICLE X: CAPITAL AND CAPITAL CONTRIBUTIONS

10.1 Initial Capital Contribution and Membership Interest. The Capital Contributions of the initial Members, as well as the Membership Interest of each Member, are listed in Exhibit A., which is made part of this agreement. Membership interest in the Company may be expressed either in Units or directly in Percentage Interest.

10.2 Subsequent Contributions. No Member shall be obligated to make additional capital contributions unless unanimously agreed by all Members.

10.3 Capital Accounts. Individual capital accounts may be maintained for each Member consisting of that Member's Capital Contribution, (1) increased by the Member's Share of profits, (2) decreased by that Member's share of losses and company expenses, (3) decreased by that member's distributions and (4) adjusted as required in accordance with applicable tax laws.

10.4 Interest. No interest shall be paid on Capital Contributions or on the balance of a Member's capital account.

10.5 Limited Liability. A Member shall not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the company except as otherwise provided in this agreement or as required by law.

ARTICLE XI: CAPITAL AND CAPITAL DISTRIBUTIONS

11.1 Allocations. The profits and losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated, for Company book purposes and for tax purposes, pro rata in proportion to relative Membership interest held by each Member

11.2 Distributions. The Company shall have the right to make distributions of cash and property to the members pro rata based on the relative Membership Interests held by each Member.

11.3 Limitations on Distributions. The Company shall not make a distribution to a Member if, after giving effect to the distribution.

(a) The Company shall not make a distribution to a Member if, after giving effect to the distribution.

(b) The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of members, if any, whose preferential.

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JANUARY 11 2011

ARTICLE XII: MANAGEMENT

12.1 **Management.** The Business of the Company shall be managed by the President and Vice President. As the Company grows, the President and Vice President can elect Manager(s) to serve the interests the Company. Exhibit B shall be amended to include the Manager(s) and from time to time to reflect any changes in Manager(s). Manager(s) shall serve at the pleasure of the Members and may be elected or removed by members holding a majority of the Membership Interest. In the event of a dispute between Managers, final determination shall be made by a vote of the majority of the Managers. Any Manager may bind the Company in all matters in the ordinary course of business.

12.2 **Banking.** The Manager(s) are authorized to set up one or more bank accounts and are authorized to execute any banking resolutions provided by the institution where the accounts are being set up. All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company.

12.4 **Action Officers.** The Manager(s) are authorized to appoint one or more Action Officers. Subject to any employment agreement entered into between the Action officer and the Company, and Action Officer shall serve at the pleasure of the Manager(s).

ARTICLE XIII: ACCOUNT AND ACCOUNTS

13.1 **Accounts.** Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principle executive office and shall be open to inspection and copying on reasonable notice by any Member, Manager, or their authorized representatives during normal business hours for purposes reasonably related to the interest of such person as a Member or Manager. The cost of such inspection and copying shall be borne by the Member or Manager.

13.2 **Records.** At all times during the term of existence of the Company, and beyond that term if the Managers deems it necessary, the Managers shall keep or shall be caused to keep the following:

(a) A current list of the full name and last known business or residence address of each Member and Manager, together with the Capital Contribution, and Membership Interest of each Member.

(b) A copy of the certificate of organization ond any amendments.

(c) Copies of the Company's federal , state, and local income tax or information returns and reports, if any, for the three most recent tax years; and

(d) An original executed copy or counterparts of this agreement and amendments.

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TALLAHASSEE, FLORIDA

13.3. **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company shall use its best efforts to send to each of the Members all information necessary for the Members to complete their federal and state income tax or information returns and a copy of the Company's federal, state, and local income tax or information returns for such year.

13.4. **Tax Matter Member.** Until the services of Certified Public Accountant are hired, Ronald E. Carpenter shall act as the tax matters member of the company to represent the Company (at the expense of the Company) in connection with all examinations of the Company's affairs by tax authorities and to expend Company funds for professional services and cost associated therewith.

ARTICLE XIV: MEMBERSHIP/BOARD OF DIRECTORS

The corporation members.. The management of the affairs of the corporation shall be vested in a Board of Directors, as defined in the corporation's bylaws.

The number of Directors constituting the first Board of Directors is, their names and addresses being as follows:

Name	Address
<u>Ronald E. Carpenter</u>	<u>864 18th Avenue North, Saint Petersburg, Florida 33704</u>
<u>Mario Martin</u>	<u>3009 Winglewood Circle, Lutz, Florida 33558</u>

14.1 **Members and Voting Rights.** Members shall have the right and power to vote on all matters with respect to which this agreement or Florida Law requires or permits such Member action. Voting shall be based on Membership Interests. Unless otherwise stated in this Agreement or under Florida law, the vote of the Members holding a majority of the Membership Interests shall be required to approve or carry an action. All actions with the exception of voting out founding member will be carried out by majority vote rule.

14.2 **Meetings.** Monthly operations meeting and quarterly financial meeting meetings of the Members are required and may be held at such time and place as the Members deem necessary or for the reasonable management of the company.

In any instance in which the approval of the Members is required under the agreement, such approval may be obtained in any manner permitted by Florida law, including by telephone conference or similar communications equipment. In addition, any action which could be taken at a meeting can be approved without a meeting and without notice if a consent in writing, stating the action to be taken, is signed by the holders of the minimum Membership Interest needed to approve the action. Decisions will be carried in the best interest of the company and at the lowest level possible with oversight from the managers.

ARTICLE XV: WITHDRAWAL AND TRANSFER OF MEMBERSHIP INTEREST

15.1 **Withdrawal.** A member may withdraw from the Company prior to dissolution and winding up of the Company with unanimous consent of the other Members, or if such

Member transfers or assigns all of his or her Membership Interests pursuant to this section 7.1 shall be entitled to a distribution in an amount equal to such Member's Capital Account.

15.2 Restrictions on Transfer. A Member shall not transfer any Membership Interests. Whether now owned or later acquired, unless members holding a majority of the Membership Interests, directly from the Company upon the written consent of all Members. A person which acquires membership Interests in accordance with this section shall be admitted as a Member of the Company after the person has agreed to be bound by the terms of this operating agreement by executing a consent in the form of Exhibit D.

ARTICLE XVI: DISSOLUTION AND WINDING UP

16.1 Dissolution. The Company shall be dissolved upon the first to occur of the following events:

(a) The unanimous written consent of Members holding all of the outstanding Membership Interest to dissolve the Company.

(b) Entry of a decree of judicial dissolution under Chapter 607 and/or Chapter 621, Florida Statutes (F.S.)

(c) Automatic cancellation pursuant to Chapter 607 and/or Chapter 621, Florida Statutes (F.S.)

16.2 No Automatic Dissolution Upon Certain Events. Neither death, incapacity, disassociation, bankruptcy or withdrawal of a Member shall automatically cause a dissolution of the Company.

ARTICLE XVII: INDEMNIFICATION

17.1 Indemnification. The Company shall have the power to indemnify any person who was or is a party, or who is threatened to be made a party, to any proceeding by reason of the fact that such Person was or is a Member, manager, officer, employee, or other agent of the Company, or was or is serving at the request of the Company as a director, manager, officer, employee, or other agent of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against expenses, judgement, fines, settlements, and other amounts actually and reasonably incurred by such Person in connection with such proceeding, if such person acted in good faith and in a manner that such Person reasonably believed to be in the best interest of the Company, and, in the case of a criminal proceeding, such Person had no reasonable cause to believe that the Person's conduct was unlawful. The termination of any proceeding by judgement, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, or that the Person had reasonable cause to believe that the Persons conduct was unlawful.

To the extent that an agent of the Company has been successful on the merits in defense of any proceeding, or in the defense of any claim, issue, or matter in any such

proceeding, the agent shall be indemnified against expenses actually and reasonably incurred in connection with the proceeding. In all cases, indemnification shall be provided by the Company only if authorized in the specific case unanimously by all of the Members.

"Proceeding" as used in this section, means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

17.2. Expenses. Expenses of each person indemnified under this agreement actually and reasonably incurred in connection with the defense or settlement of a proceeding may be paid by the Company in advance of the final disposition of such proceeding, as authorized by the Members or Managers, as the case may be, who are not seeking indemnification upon receipt of the undertaking by such Person to repay such amount unless it shall ultimately be determined that such Person is entitled to be indemnified by the Company.

"Expenses" as used in this section includes, without limitation, attorney fees, and expenses of establishing a right to indemnification, if any, under this section.

ARTICLE XVIII: GENERAL PROVISIONS

18.1 Entire Agreement; Amendment. This agreement constitutes the whole and entire agreement of the parts with respect to the subject matter of this agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all of the Members. This agreement replaces and supersedes all prior written oral agreements by and among the members.

18.2 Governing Law; Severability. This agreement shall be construed and enforced in accordance with the internal laws of the State of Florida. If any provision of this agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability be severed, and the remaining provisions of this agreement shall remain in effect.

18.3 Benefit. This agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

18.4 Number and Gender. Whenever used in this agreement, the singular shall include the plural and the plural shall include the singular, and the neuter gender shall include the male and female as well as a corporation, firm, company, or trust, all as the context and meaning of this agreement may require.

18.5 No Third Party Beneficiary. This agreement is made solely for the benefit of the parties to this agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this agreement

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19 MAY 20 AM 10:
SECRET
TALLAHASSEE

INCORPORATOR(S)

The incorporator(s) of this corporation is/are:

The undersigned incorporator(s) certify(ies) that she/he/they execute(s) these articles for the purposes herein stated.

Ronald E Carpenter 20 April 2019


President

Mario Martin 20 April 2019

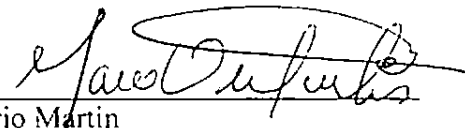
Vice President

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement as of the date below.

Dated 18 MAY 2019



Ronald E. Carpenter



Mario Martin

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SECRETARY
TALLAHASSEE, FL

EXHIBIT A

MEMBERS

The following persons are the initial Members of the Company, and their initial capital contributions and ownership is set forth below.

<u>Name</u>	<u>Capital Contribution (\$)</u>	<u>Percentage Interest</u>
Ronald E. Carpenter	51%	51%
Mario Martin	49%	49%

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EXHIBIT B

MANAGERS

The following person(s) are elected as Manager(s) of the Company

1. Ronald E. Carpenter
2. Mario Martin
3. David Diaz
4. Paul Buanaventura

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ITALYAN ASSOCIATION

EXHIBIT C

The following person(s) are elected as officers of the company

<u>Name of Officer</u>	<u>Title</u>
1. Ronald E. Carpenter	President
2. Mario Martin	Vice President
3. David Diaz	Training
4. Paul Buanaventura	Operations

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SECRETARY OF DEFENSE
TALLAHASSEE, FLORIDA

EXHIBIT D

NEW MEMBER'S CONSENT

The undersigned agrees to be bound as a Member by the terms of the Operating Agreement of as if und Train Maintain Sustain Group Inc. undersigned was a signatory there of.

(Signature)

Name: _____

Date: _____

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