

L040000024444

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TALLAHASSEE, FLORIDA

03/22/04--01038--022 **155.00

J. BRYAN APR - 1 2004

GLOBAL
 BUSINESS SOLUTIONS, LLC
 7173 CONSTRUCTION COURT
 SAN DIEGO, CA 92121 USA
 TEL: 858-578-7541
 FAX: 858-578-0238
 E-MAIL: CONSULTING@GBS-USA.NET

Purchase Order

DATE	P.O. NO.
3/11/2004	3932

Vendor

Florida Department of State
 Division of Corporations
 P.O. Box 6327
 Tallahassee, FL32399

Ship To

Global Business Solutions, LLC
 7173 Construction Court, Suite A
 San Diego, CA 92121
 Tel: (858) 578-7541

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QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Formation - LLC - Florida OH GLORIA INMARCESIBLE LLC	125.00	125.00
1	LLC Certified Copy of Record Please return the complete document using the pre-addressed enclosed airbill using our FedEx account #231-859-292 Check is enclosed in the amount of \$155.00	30.00	30.00
Deanna Stewart		Total	\$155.00

**SECRETARY OF STATE
State of Florida
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399**

ARTICLES OF ORGANIZATION
OF
OH GLORIA INMARCESIBLE LLC

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLE I - Name:

The name of the limited liability company is:
OH GLORIA INMARCESIBLE LLC

ARTICLE II - Mailing and Street Address:

7173 Construction Court
San Diego, CA 92121

ARTICLE III - Name and street address of the Registered Agent:

The name and address of the registered agent, whose consent to appointment as registered agent is included with these articles, is:

Theresa C. O'Brien
20244 Melville St.
Orlando, FL 32833

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 as provided for in chapter 608, F.S.



Registered Agent's Signature

ARTICLE IV - Duration:

The period of the duration of the limited liability company is perpetual.

ARTICLE V - Purpose:

The purpose for which the limited liability company is organized:

The company will have unlimited power to engage in and do any lawful act concerning any or all lawful businesses for which LLCs may be organized according to the laws of the State of Florida, excluding banking and insurance, including all powers and purposes now and hereafter permitted by law to an LLC.

ARTICLE VI - Capitalization:

The capital contribution of the members have an agreed value of one thousand dollars (\$1,000.00).

ARTICLE VII - Property:

The description of property other than cash contributed to the limited liability company is:

None

ARTICLE VIII - Additional Capital Contribution of Members:

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

None

ARTICLE IX - Admissions:

The members of the limited liability company shall have the right to admit other members to the limited liability company. The members will determine the terms and conditions of admission.

ARTICLE X - Continuity:

On the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member, or on the occurrence of any other event which terminates the continued membership of a member in the limited liability company, the remaining members of the limited liability company:

Shall have the right to continue the business of the limited liability company.

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TALLAHASSEE, FLORIDA

ARTICLE XI – Management:

The Limited Liability Company is to be managed by one manager or more managers and is, therefore, a manager-managed company.

The Company shall be managed by a manager or managers who shall be elected annually by the members in the manner prescribed by the Operating Agreement of the Company. The manager or managers shall have the right and authority to incur any debt, obligation or liability on behalf of and in the name of the Company. The manager or managers shall also hold the offices and have the responsibilities accorded to them by the members as set out in the Operating Agreement. The number of managers of the Company may be increased or decreased from time to time as may be determined by the unanimous written consent of the members of the Company. Only the manager or managers may act for and on behalf of the Company.

ARTICLE XII – Management:

The names and addresses of the initial manager of the Company who shall serve as the manager of the Company until the first annual meeting of the members or until such manager's successors are elected and duly qualified, is as follows:

ROGELIO ARMINO SALAZAR
DIAGONAL 97
NUMERO 17-60, PISO 8
COLOMBIA

ARTICLE XIII - Operating Agreement:

The Operating Agreement of the Company will be executed by each member of the Company and will set forth all provisions for the affairs of the Company and the conduct of its business to the extent that such provisions are not inconsistent with law or these Articles.

ARTICLE XIV – Indemnification:

A The Company will indemnify an individual made party to a proceeding because he is or was a manager, officer, or organizer, employee or agent of the Company against liability incurred in the proceeding if:

1. He conducted himself in good faith;
2. He reasonably believed that his conduct was in or at least not opposed to the Company's interest; and
3. In the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

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TALLAHASSEE, FLORIDA

- B Indemnification will also be provided for an individual's conduct with respect to an employee benefit plan if the individual reasonably believed his conduct to be in the interests of the participants in and beneficiaries of the plan.
- C The Company will pay for or reimburse the reasonable expenses incurred by a manager, officer, organizer, employee or agent of the Company who is a party to a proceeding in advance of final disposition of the proceeding if:
1. The individual furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in these articles;
 2. The individual furnishes the Company a written undertaking executed personally or on his behalf to repay the advance if it is ultimately determined that he did not meet the standard of conduct; and
 3. 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 will be an unlimited general obligation, but need not be secured and may be accepted without reference to financial ability to make repayment.

- D The indemnification and advance of expenses authorized in these articles will not be exclusive to any other rights to which any manager, officer, organizer, employee or agent may be entitled under any by-law, agreement, vote of members or disinterested managers or otherwise. The indemnification or right to advancement for expenses of an individual who would otherwise be entitled to such. These Articles of Organization may not be interpreted as mandating indemnification and advancement of expenses to the extent permitted by law.
- E In addition to the foregoing, the Company will indemnify and save the organizers harmless for all acts taken by them as organizers of the Company, and will pay all costs and expenses incurred by or imposed on them as a result of the same, including compensation based on the usual charges for expenditures required of them in pursuit of the defense against account enforcing the indemnification right under these articles, and the Company releases them from all liability for any such act as organizers not involving willful or grossly negligent misconduct.

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2009 MAR 22 AM 8:44
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Signed on March 11, 2004.



Signature of a member or an authorized representative of a member

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

Alex Hlavacek

Typed or printed name of signer

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COURT OF APPEALS
TALLAHASSEE, FLORIDA