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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

msk

Limited Liability Company Articles of Organization Of Total Receiver Holdings, LLC.

We, the undersigned, who intend to form and create a Limited Liability Company, PURSUANT TO THE Statutes of the State of Florida, do hereby state and certify the following:

1. The name of the Liability Company shall be Total Receiver Holdings LIMITED LIABILITY COMPANY.
2. The registered office of the company is located at 3550 Biscayne Blvd, City of Miami, State of Florida, 33137. Its registered agent is Brett R. Perriman for service of process.
3. The principal place of business of the Company is located at 3550 Biscayne Blvd, City of Miami, State of Florida, 33137.
4. The purpose for which the company is formed is to engage in any lawful acts or activities for which limited liability companies may be formed under laws of the above named State.
5. The company shall have a duration of 30 years and it shall dissolve at the end of said time frame.
6. Indemnification.
 - a. The company shall indemnify any person who is or was a party, who is threatened to be made a party, to any threatened, pending, or completed action, suitor proceeding, whether civil, criminal, administrative, or investigative, including all appeals, by reason of the fact that he or she is or was a member, managing member, or employee of the company, or is or was serving at the request of the company as a director, trustee, officer, or employee of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against any and all expenses (including reasonable attorney's fees) judgments, decrees, fines, penalties, and amounts paid in settlement, which were actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to,

the best interests of the company, and with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere, or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interest of the company.

- b. The foregoing indemnification shall not apply in the case of an action, suit, or proceeding instituted by one or more members of the company, if the claim, matter, or issue raised therein is determined by a court of competent jurisdiction to have resulted from the negligence or misconduct of the member(s) seeking indemnification; provided, however, that such indemnification shall nonetheless apply if, in view of all of the circumstances of the case, such court shall determine that such member(s) is/are fairly and reasonably entitled to indemnification, with respect to such expenses, judgments, decrees, fines, penalties, and amounts paid in settlement as determined by the court.
- c. Expenses of each person indemnified hereunder, incurred in defending against a civil, criminal, administrative, or investigative action, suit or proceeding (including all appeals), or threat thereof, may be paid by the company in advance of the final disposition of such action, suit, or proceeding, as authorized by a majority in interest of the members, upon receipt of an undertaking by such person to repay such amount unless it shall ultimately be determined that he or she is entitled to by indemnification by the corporation.

7. Composition of management. The management of the company will be vested in a board of managers, consisting of a number not more than 1, who are required to be members of the company, designated in accordance with the terms of the company operating agreement.

8. The names and addresses of the Manager(s) of the Company are as follows:

Brett R. Perriman
3550 Biscayne Blvd
Miami, FL 33137

9. The amount of capital each Member has contributed or has agreed to contribute:

**Member
Capital Contributed**

Brett R. Perriman
\$ 100.00

**Member
Capital Agreed to Contribute**

Brett R. Perriman
\$ 100.00

10. The company shall have the right to add additional Members according to the terms of the Operating Agreement.

11. The Members may only discontinue business upon an event of dissolution only according to the terms of the Operating Agreement.

12. The company shall be initially organized with at least ONE Member.

MANAGING MEMBER:

MEMBER:


Brett R. Perriman


Brett R. Perriman

Having been named as registered agent and to accept service of process for the above stated corporation 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


Brett R. Perriman/Registered Agent

1-19-07
Date

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA

COUNTY OF DADE

On the 19th day of January, 2007, personally appeared before me Brett R. Perriman, the signer of the within instrument, who duly acknowledged to me that he executed the same.

[Signature]
Notary Public

MIAMI FC
Residing at:

08-11-07
My Commission expires:

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