

LD 7000102558

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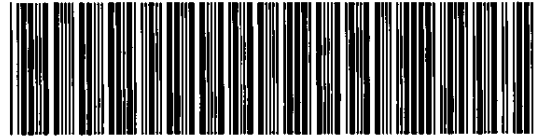
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RECEIVED
07 OCT -9 PM 2:41
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
07 OCT -9 AM 8:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 264410 4719257

AUTHORIZATION :

[Handwritten signature]

COST LIMIT : \$160.00

FILED
07 OCT -9 AM 8:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : October 9, 2007

ORDER TIME : 2:08 PM

ORDER NO. : 264410-005

CUSTOMER NO: 4719257

DOMESTIC FILING

NAME: MRB SYSTEMS, LLC

XX ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Amanda Roath - EXT. 2955

EXAMINER'S INITIALS: _____

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

MRB Systems, LLC

(Must end with the words "Limited Liability Company, "LLC.," or "LLC.")

ARTICLE II - Address:

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

Principal Office Address:

2411 SW 58th Terrace

Hollywood, FL 33023

Mailing Address:

2411 SW 58th Terrace

Hollywood, FL 33023

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

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

Corporation Service Company

Name

1201 Hays Street

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

Tallahassee

FL 32301

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 as provided for in Chapter 608, F.S..

Corporation Service Company

BY: Amanda Roath

Registered Agent's Signature (REQUIRED)

**Amanda Roath
As its agent**

(CONTINUED)

Page 1 of 2

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ARTICLE IV- Manager(s) or Managing Member(s):

The name and address of each Manager or Managing Member is as follows:

Title:

"MGR" = Manager

"MGRM" = Managing Member

Name and Address:

MGR

Mitchell Bell

2411 SW 58th Terrace

Hollywood, FL 33023

MGR

Robert Bell

2411 SW 58th Terrace

Hollywood, FL 33023

n/a

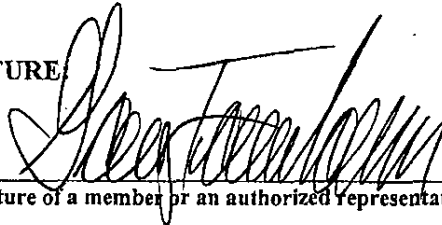
n/a

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____ (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

REQUIRED SIGNATURE



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.)

Gary Tannenbaum, Esq. Authorized Representative

Typed or printed name of signee

Filing Fees:

\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent

\$ 30.00 Certified Copy (Optional)

\$ 5.00 Certificate of Status (Optional)

**ARTICLES OF ORGANIZATION
OF
MRB SYSTEMS, LLC
A Florida Domestic Limited Liability Company**

ADDITIONAL ARTICLES:

- ARTICLE V: The Company shall exist for a perpetual duration.
- ARTICLE VI: If a provision of this Articles of Organization differs from a provision of the Company's Operating Agreement, as the same may be amended from time to time, then, to the extent allowed by law, the Operating Agreement will govern.
- ARTICLE VII The Company will be managed by one or more Managers, each of whom will serve until he or she resigns or is removed by the Members of the Company.
- (a) Removal. The Members may remove a Manager, without having to possess, state, or prove cause, by a vote of Members holding a majority percentage of the voting power of all Membership units. The removal of a Manager without stating or proving cause does not bar a later claim that the Manager engaged in misconduct while a Manager.
- (b) Resignation. Any Manager may resign by providing written notice to another Manager, if another Manager is serving at the time, or, if no other Manager is serving at the time, then by providing written notice to all Members using the means of notice stated in the Company's Operating Agreement for giving notice to Members. If the Operating Agreement does not specify a means of giving notice, the Manager must give notice by a means sufficient under the laws of the State of Florida. The resignation shall take effect 5 business days after the date the Manager gives notice, or at a later date stated in the notice of resignation.
- (c) Interim Management and Replacement Manager. In the event that a Manager resigns from office or is removed from office by the Members, then the remaining Manager or Managers shall serve as the sole Manager or Managers of the Company until the Members elect a replacement Manager as provided herein. A replacement Manager may be elected by a vote of Members holding at least a majority percentage of the voting power of all Membership units in the Company. Once elected, a replacement Manager will have all of the powers and duties of the initial Manager. In the event that a Manager resigns and no other Managers is serving the Company at the time, then the Members shall elect a replacement Manager by the method stated herein within ten (10) business days after receipt of notice of the resignation.

ARTICLE VIII

Except for matters expressly reserved to the Members, the Managers shall have sole authority to manage the Company and each Manager shall have authority to make any contracts, enter into any transactions, and make and obtain any commitments on behalf of the Company to conduct or further the Company's business. This provision does not alter or waive any duty that the Managers may have to the Company concerning the Managers' exercise of management authority.

ARTICLE IX:

Except as expressly authorized by a Manager, no Member is an agent of the Company or has the authority to make any contracts, enter into any transactions, or make any commitments on behalf of the Company.

ARTICLE X:

Each Member and Manager of the limited liability company shall be indemnified and held harmless by the limited liability company to the fullest extent authorized by the Operating Agreement as adopted by the Members from time to time, or as otherwise may be provided by the Florida Limited Liability Company Act, as currently in effect or as hereafter enacted.

ARTICLE XI :

No Manager of the Company shall be personally liable to the Company or its Members for monetary damages for breach of a fiduciary duty as a Manager, provided that this provision shall not eliminate or limit the liability of a Manager (i) for any breach of the Manager's duty of loyalty to the Company or its members; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (iii) for any transaction from which the Manager derived an improper personal benefit.