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# **COVER LETTER**

TO:	Registration Section Division of Corporations	
SUBJE	TWO SYSTEMS LLC	
-0251		mited Liability Company)
The enc	closed Articles of Organization and fee(s)	are submitted for filing.
	eturn all correspondence concerning this r	_
	ROBERT MARQUETTE	
		(Name of Person)
-		(Firm/Company)
	4500 P.P. (P.Y	(ram company)
-	6509 BIMINI CT.	(Address)
	APOLLO BEACH, FL 335	,
-		(City/State and Zip Code)
For furt	her information concerning this matter, ple	case call:
ROBE	RT MARQUETTE	at (813 ) 645 - 4492 (Area Code & Daytime Telephone Number)
	(Name of Person)	(Area Code & Daytime Telephone Number)
Enclose	ed is a check for the following amount	:
<b>X</b> \$125.0	00 Filing Fee \$130.00 Filing Fee & Certificate of Status	
	Mailing Address Registration Section Division of Corporation P.O. Box 6327 Tallahassee, FL 32314	Clifton Building

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# ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

## ARTICLE I - NAME TWO SYSTEMS LLC

### **ARTICLE II - ADDRESS**

The mailing address and street address of the principle office of the Limited Liability
Company is:
6509 Bimini Court, Apollo Beach, Florida 33572

ARTICLE III - Registered Agent

The name and address of the initial registered agent is: Robert Marquette, 6509 Bimini Court, Apollo Beach, Florida 33572

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 Agnature

ARTICLE IV - Management:

The Limited Liability Company is to be managed by one member and is therefore, a member - managed company.

ARTICLE V - Nature of business

This Limited Liability Corporation may engage in or transact any and all lawful activates or business permitted under the laws of the United States, the State of Florida.

### ARTICLE VII - EFFECTIVE DATE

The effective date for establishment of this limited liability company is March 1,

### ARTICLE VII - Operation

1. Admission of new voting or managing members, whether as additional members of as replacement members will be permitted in accordance with the operating agreement and any buy/sell agreements which may have been executed among the members. Otherwise, new members will be admitted only with the concurrence of 100% of the voting members, excluding the member who may desire transfer all or part of his/hers/its ownership

interests in the company. Any new members who acquire membership by any other means such as by court order, bankruptcy sale, upon the death or divorce of an original member, via unauthorized transfers, etc. will have no voice or vote in the management of the company, He will only acquire rights in any distributions made by a majority of the voting members, if at all.

- 2. In the event of the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member, or occurrence of any other event which terminates the continued membership of a member in the company, the remaining members may elect to continue the company's existence and its business under the original term as specified in the articles of organization.
- 3. All managing members, absent the lack of due diligence or of malfeasance, culpable negligence, breach of fiduciary, breach of trust and commission of any crime in the performance of their duties shall be indemnified to the full extent of company earnings and assets against the claims of others whatsoever.
- 4. Each original member shall be entitled to one vote for each one percent of the company's capital that he/she/it reflects in his/her/its adjusted capital account. Only additional members who have been unanimously approved by the voting members for membership will be permitted to vote regardless of their capital account balances.
- 5. No member or manager shall contract for any debt or incur contractual liability on behalf of the company except as authorized in the operating agreement of by specific vote of a majority of the members authorized to vote.
- 6. Distributions to the members of net operating profits of the company shall be made at least annually except that earnings may be retained by the company and transferred to company capital for the reasonable needs of the business as determined in the sole discretion of the members. Distributions of income, loss, gain, surplus or all or any part of a member's capital shall be according to the operating agreement as amended.
- 7. Upon acceptance by all of the members, additional capital may be contributed or debt guaranteed individually at any time by any member in return for a corresponding increase in his/hr/its capital account balance and right to vote and to share in distributions. When no-cash contributions are made, thy will be credited only at a value acceptable to voting embers.
- 8. The company will reimburse reasonable expenses incurred by a manager, office where the company in the performance of his prescribed duties and responsibilities, and upon the approval of majority of the members entitled to vote for unauthorized actions taken without specific instructions, but which were for the benefit of the company and which were subsequently ratified by a majority vote of voting members.
- 9. Any existing or future controversy which may arise between any of the members for

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any reason will be submitted to binding arbitration under the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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

> ROBERT MARQUETTE TYPED NAME OF SIGNEE