

608 000023659

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

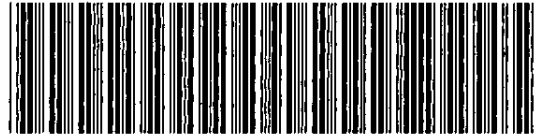
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



000119335040

03/05/08--01023--023 **125.00

FILED
2008 MAR -5 PM 1:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

T. CLINE

MAR - 6 2008

EXAMINER

MARCUS, MCMAHON & MYERS, P.L.
ATTORNEYS AND COUNSELORS AT LAW

LEE W. MARCUS
GREGORY P. MCMAHON
ERNEST J. MYERS
...
RAJEEV T. NAYEE

255 SOUTH ORANGE AVENUE
SUITE 1250
ORLANDO, FLORIDA 32801
TELEPHONE: (407) 447-2550
FACSIMILE: (407) 447-2551

Email: rtm@mmmlawfirm.com

February 29, 2008

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

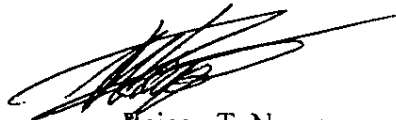
Re: Articles of Organization for 535 Electronics, LLC

Please find enclosed the Articles of Organization and fee submitted for filing of the same.
Please direct all correspondence and information concerning this matter to:

Rajeev T. Nayee, Esquire
Marcus McMahon & Myers, P.L.
255 S. Orange Ave
Suite 1250
Orlando, FL 32801
Tel: 407.447.2550
Fax: 407.447.2551

Thank you for your cooperation and assistance in this regard. Should you have any questions, please do not hesitate to contact me.

Respectfully,



Rajeev T. Nayee

RTN/rn

FILED
2008 MAR -5 PM 1:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION FOR
535 ELECTRONICS, A FLORIDA LIMITED LIABILITY COMPANY**

ARTICLE I - NAME

The name of the Limited Liability Company shall be 535 Electronics, LLC.

ARTICLE II - ADDRESS

The mailing address and street address of the principal office of the Limited Liability Company is: 3260 Vineland Rd., Suite #108, Kissimmee, FL 34746.

ARTICLE III - REGISTERED AGENT

The name and Florida street address of the registered agent are: Rajeev T. Nayee, Esquire at the Law Office of Marcus, McMahon & Myers, P.L. located at 255 South Orange Avenue, Orlando, FL 32801.

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 related 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, Florida Statutes.


Registered Agent's Signature

ARTICLE IV - MANAGING MEMBER

Tulsidas M. Nayee whose address is 3260 Vineland Rd., Suite #108, Kissimmee, FL 34746, will serve as the Managing Member of 535 Electronics, LLC.

ARTICLE V - INDEMNIFICATION

Indemnification: 535 Electronics, LLC hereby agrees to defend, hold harmless and expeditiously indemnify each Managing Member and Manager (the "Indemnified Party") from, against and with respect to any and all liability, claim, loss, damage, obligation, cost or expense arising out of the Indemnifying Party's breach or violation of any warranty or covenant, including reasonable attorneys' fees and expert witness fees and other reasonable costs incurred in the defense of any legal proceeding asserting such a claim.

Upon receipt of a claim or demand for which a party is entitled to indemnification, the Indemnified Party shall promptly:

2008 MAR -5 PM 1:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

- (i) notify the Indemnifying Party in writing of the nature of the indemnifiable claim, and the names and addresses of the persons involved in or having an interest in such claim; and
- (ii) furnish the Indemnifying Party with all documents and information within the possession, custody or control of the Indemnified Party and relating to such claim; and
- (iii) cooperate with the Indemnifying Party and its counsel including but not limited to appearing as a witness as may be reasonably required and responding to all reasonable requests for documents and answering interrogatories.

Upon receipt of written notice of an indemnifiable claim and all other documents and instruments required to be furnished to the Indemnifying Party, the Indemnifying Party shall be responsible for providing independent counsel which is mutually agreeable to the parties, for which the Indemnifying Party shall be solely responsible for payment of all costs and expense. Reasonable fees for the counsel may be agreed upon between the parties or, if no agreement is reached, shall be set by the court. The Indemnified Party shall not enter any negotiation or settlements with the person or entity asserting the claim without receiving the express written consent of the Indemnifying Party.

In the event the Indemnifying Party defends the indemnifiable claim, it may do so under a reservation of its rights to cease the defense of the indemnifiable claim at a later date (upon reasonable prior written notice to the Indemnified Party) in the event it is determined that the Indemnifying Party has no obligation to defend or indemnify.

The amount payable by an Indemnifying Party to an Indemnified Party with respect to a loss shall be reduced by the amount of any proceeds received by the Indemnified Party from any third party, including, without limitation, insurance proceeds on account of such loss. The parties hereto agree to use their best efforts to collect any and all insurance proceeds to which it may be entitled.

ARTICLE VI – EFFECTIVE DATE

The effective date of these Articles of Organization shall be February 29, 2008

 2/29/08
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 or perjury that the facts stated herein are true.

TULSIDAS M. NAYGE,
Typed or printed name of signee