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TRANSMITTAL LETTER

Date

Department of State
Division of Corporations
PO Box 6327
Tallahassee, FL 32314

SUBJECT:

UNIPARTS ELECTRICAL CORPORATION
(Proposed Corporate Name)

Enclosed are an original and one (1) copy of the articles of incorporation, and a check in the amount of \$78.75 in payment of filing fees and Certificate of Status.

From:

Kenneth M. Dreyfuss
2163 W. 73 Street
Hialeah, FL 33016
Tel. (305) 557-9474

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ARTICLES OF INCORPORATION

UNIPARTES ELECTRICAL CORPORATION

Article I – Name

The Name of the corporation is: **UNIPARTES ELECTRICAL CORPORATION**

Article II – Principal Office

The initial principal place of business and mailing address of this corporation is:

2163 W. 73 Street
Hialeah, FL 33016

Article III –Directors/Officers

The names and address of the initial directors/Officers are:

President/Director: Kenneth M. Dreyfuss
2163 W. 73 Street, Hialeah, FL 33016

Secretary/Director: Rajesh Daga
803 Maruti Tower, Sector II, CBD Belapur,
Navi, Mumbai MS 40016, Maharashtra, India

Article IV – Shares

The number of shares that this corporation is authorized to have outstanding at any one time is ONE THOUSAND (1,000) shares with a \$1.00 par value.

Article V – Initial Registered Agent and Address

The name and address of the initial registered agent for this corporation is:

Kenneth M. Dreyfuss
2163 W. 73 Street
Hialeah, FL 33016

Article VI – Purpose

The Purpose of this corporation is: Import and export of electrical parts and components as well as any or all-lawful business permitted under the laws of the United States, the State of Florida, and any other state, county, territory or nation.

Article VII – Duration

The corporation shall exist perpetually until dissolved in a manner provided by law, or as provided in the regulations adopted by its directors.

Article VIII – Pre-emptive Rights

Every shareholder, upon the sale of stock by the corporation whether it be previously unissued shares authorized in the Articles of Incorporation filed originally or new shares created by amendment thereto, shall have the right to purchase his pro-rata share thereof at the same price and under the same terms at which it is offered to others.

Article IX- Beginning of Corporate Existence

The date when the corporate existence of this corporation shall begin business shall be the time of filing of these Articles of Incorporation by the Department of State.

Article X- Limitation of Liability

Each director, stockholder and officer, in consideration for his services, shall, in the absence of fraud, be indemnified, whether then in office or not, for the reasonable cost and expenses incurred by him in connection with the defense of, or for advice concerning any claim asserted or proceeding brought against him by reason of his being or having been a director, stockholder or officer of the corporation or of any subsidiary of the corporation, whether or not wholly owned, to the maximum extent permitted by law. The foregoing right of indemnification shall be inclusive of any other rights to which any director, stockholder or officer may be entitled as a matter of law.

The rights accruing to any person under the foregoing provisions shall not exclude any other right to which he may be lawfully entitled, nor shall anything herein contained restrict the right of the corporation to indemnify or reimburse such person in any proper case even though not specifically provided for herein.

Article XI- Self Dealing

No contract or other transaction between the corporation and other corporations, in the absence of fraud, shall be affected or invalidated by the fact that any one or more of the directors of the corporation is or are interested in a contract or transaction, or are directors or officers of any other corporation, and any director or directors, individually or jointly, may be a party or parties to, or may be interested in such contract, act or transaction, or in any way connected with such person or person's firm or corporation, and each and every person who may become a director of the

corporation is hereby relieved from any liability that might otherwise exist from this contracting with the corporation for the benefit of himself or any firm, association or corporation in which he may be in any way interested, provided by the fact that he is so interested shall be disclosed or shall be known to the Board of Directors of the corporation, or such member thereof as shall be present at any meeting of the Board at which action upon such contract or transaction shall be taken. Any director of the corporation may vote upon any transaction with the corporation without regard to the fact that he is also a director of such subsidiary or corporation.

Article XII- Amendments

These Articles of Incorporation may be amended in the manner provided by law. Every amendment shall be approved by the Board of Directors, proposed by it to the stockholders and approved at the stockholders meeting by a majority of the stock entitled to vote thereon, unless all the Directors and all the Stockholders sign a written statement manifesting their intention that a certain amendment of these Articles of Incorporation be made.

Article XIII- Complex Shareholder Agreement

1. No shares shall be voluntarily sold, pledged, hypothecated, or otherwise transferred or permitted to be transferred in any manner or by any means whatsoever except as follows:

Any shareholder intending to transfer any shares shall first offer such shares for sale at the Purchase Value as hereinafter defined to the Corporation for a period of thirty (30) days, and then, to the extent such offer is rejected or not accepted by the Corporation within that period, such shares have been offered for sale at the Purchase Value for a period of ten (10) days to all other shareholders in proportion to the number of such shares held by them. Each such offer shall be in writing and shall specify the number of shares being offered, the name and address of each person to whom such shares are proposed to be transferred, and the price per share and other terms upon which each such transfer is intended to be made; and each such offer may be accepted by the Offeree in whole or in part at any time during the continuance of the offer. If any shares are not purchased pursuant to the aforesaid offers, the Offeror shall for a period of ninety (90) days thereafter be free to transfer such shares to the person or person so named at the price per share and upon the other terms so named; provided that any such transferee of those shares shall thereafter be bound by all of the provisions of this Agreement.

2. (a) Upon the happening of any of the events enumerated below, the Corporation shall purchase at Purchase Value as hereinafter defined all of the shares of the shareholder so affected:

(i) If any shareholder shall be adjudged incompetent or a general guardian or guardian of his estate shall be appointed for him by any court; or

(ii) If any shareholder makes any assignment for the benefit of creditors or applies for the appointment of a trustee, a liquidator, or a receiver, or commences any proceeding related to himself under any bankruptcy or arrangement of similar law; or if any such application is filed or proceedings commenced against the shareholder and the shareholder consents thereto or an order is entered allowing such application and remains in effect for sixty (60) days; or

(iii) If the shares of any shareholder are purported to be transferred involuntarily, including, without limitation, any purported transfer by or pursuant to bankruptcy, attachment, divorce, equitable distribution, or operation of law; or

(iv) If any shareholder shall die.

(b) This duty to purchase or retire shall apply to all, but not less than all of the shares, and shall be exercised by the Corporation by serving written notice upon such shareholder or such shareholder's legal representative within thirty (30) days after the Corporation receives notice of the occurrence of such event or the qualification of such legal representative, whichever is later.

3. (a) Purchase Value as used herein shall mean the Purchase Value of the shares of the Corporation established the book value of the shares of the Corporation. Book value of the shares of the Corporation shall mean as determined by the accountant or accounting firm then servicing the Corporation, and such determination when made, certified, and delivered to the Corporation shall be binding upon the Corporation and upon all parties bound by the terms of the Agreement. Such determination shall be made in accordance with sound accounting practice and the following shall be observed: (i) No allowance of any kind shall be made for goodwill, trade name, or any similar intangible asset. (ii) All accounts payable shall be taken at the face amount, less discounts, and all accounts receivable shall be taken at the face amount thereof, less discounts to the customers and a reasonable reserve for bad debts. (iii) All machinery, fixtures, and equipment shall be taken at the valuation appearing on the books of the Corporation. (iv) Inventory of merchandise and supplies shall be computed at cost or market value, whichever is lower. (v) All unpaid and accrued taxes shall be deducted as liabilities.

4. (a) Whenever under this Agreement the Corporation or the shareholders exercise any option or right to redeem or purchase shares of any shareholder, the Purchase Value shall be paid immediately upon the receipt by the Corporation of the proceeds of any insurance on the life of a deceased shareholder owned by and payable to the Corporation, to the extent of such proceeds.

(b) Whenever under this Agreement the Corporation or the shareholders exercise any option or right to redeem or purchase shares of any shareholder, the Purchase Value shall be paid to the shareholder in cash, 33% within thirty (30) days of the exercise of any such right or option and the balance in two equal installments at sixty (60) and ninety (90) days of the exercise of any such right or option.

5. (a) If, under the terms of this Agreement, the shares of the shareholders are purchased or retired, such shareholder, or the legal representative of such shareholder, shall execute and deliver all necessary documents that may be reasonably required for accomplishing a complete transfer of such shares for the purpose of the purchase transaction.

(b) Every transferee of restricted shares that are transferred in accordance with the provisions of this Agreement shall be deemed a shareholder and be bound by all of the provisions of this Agreement. Any purported or attempted transfer of restricted shares that does not comply with the provisions of this Agreement shall be null and void and the purported transferee shall not be deemed to be a shareholder of the Corporation and shall not be entitled to receive a stock certificate or any dividends or other distributions on or with respect to such restricted shares. For the purposes of this Agreement, a purported transfer of shares that causes such shares to be subject to an option under Paragraph 1 shall be deemed to comply with the provisions of this Agreement only after the expiration of such option.

6. The provisions of Paragraph 1 shall not apply to the bona fide, good faith pledge of any shares as collateral for a loan, but the provisions of Paragraph 1 shall apply to any attempted sale or other disposition of shares under any such pledge (whether by foreclosure, consent, public or private sale, or otherwise).

7. This Agreement shall terminate and all rights and obligations hereunder shall cease upon the happening of any one of the following events:

(a) The adjudication of the Corporation as bankrupt, the execution by it of any assignment for the benefit of creditors, or the appointment of a receiver for the Corporation;

(b) The voluntary or involuntary dissolution of the Corporation;

(c) By a written Agreement signed by all the shareholders to terminate this Agreement.

8. If the Corporation reasonably determines that any proposed transferee is not eligible as a shareholder of a Subchapter S Corporation or that such transfer would cause the Corporation to lose its qualification as a Subchapter S Corporation, then the Corporation may so notify the shareholder of that determination and thereby forbid the consummation of the transfer. Nothing in this paragraph, however, shall preclude the Corporation's and the shareholders' rights of refusal under this Agreement.

Article XIV- Incorporators

The name, addresses, and signature of the incorporators for this corporation are as follows:

Kenneth M. Dreyfuss, 2163 W. 73 Street, Hialeah, FL 33016
Director
FINESSE EQUITIES CORPORATION

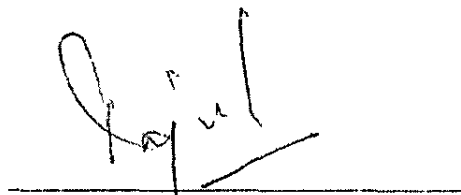


Signature of Incorporator

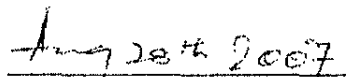


Date

Rajesh Daga, 803 Maruti Tower, Sector II, CBD Belapur, Navi. Mumbai MS 40016,
Maharashtra, India



Signature of Incorporator



Date

**Certificate of Designation of
Registered Agent/Registered Office**

Pursuant to the provisions of sections 607.0501 or 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in the designation of the registered Agent/Registered Office, located in the State of Florida:

The name of the corporation is: UNIPARTES ELECTRICAL CORPORATION

The name and address of the initial registered agent for this corporation is:

Kenneth M. Dreyfuss
2163 W. 73 Street
Hialeah, FL 33016

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.


Signature of Registered Agent


Date

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