

06-05-19 10:27 TO- 18502050383

FROM- Weissman, Derv. etc. P01/05 T-257 U-399

**L06000052326**

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**FLORIDA/FOREIGN LIMITED LIABILITY CO.**

**TARPON BAY PARADISE, LLC**

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'06-05-19 10:27 TO- 18502050383

FROM- Weissman, Derv. etc. 05/19/06 10:25 U-399

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06 MAY 19 AM 9:23  
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## ARTICLES OF ORGANIZATION OF TARPON BAY PARADISE, LLC

In consideration of the mutual covenants contained in these Articles of Organization, the undersigned members do hereby form a limited liability company pursuant to Chapter 608 of the Florida Statutes.

### ARTICLE I

The name of the limited liability company and the complete mailing address for same shall be:

TARPON BAY PARADISE, LLC  
8751 West Broward Blvd Ste 307  
Ft. Lauderdale Fl 33324

### ARTICLE II

The address of the principal place of business of this limited liability company in the State of Florida shall be:

TARPON BAY PARADISE, LLC  
3022 & 3024 NE 26<sup>th</sup> Street  
Ft. Lauderdale, Fl 33305

and such other place or places as may be agreed on by the members, as defined further herein.

The initial registered agent of this limited liability company shall be:

Jeffrey Fenster  
8751 West Broward Blvd Ste 307  
Ft. Lauderdale Fl 33324

### ARTICLE III

This limited liability company shall commence existence on the date of execution and acknowledgment of these Articles, and shall continue in perpetuity unless earlier dissolved by the members in any applicable Operating Agreement.

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#### ARTICLE IV

The limited liability company shall be managed by manager whose name and address are as set forth herein, which manager shall continue as manager until the first annual meeting of this limited liability company, to-wit:

Jeffrey Fenster  
8751 West Broward Blvd Ste 307  
Ft. Lauderdale Fl 33324

#### ARTICLE V

This limited liability company is organized for the purposes of investing in real estate and real estate management as well as other related activities. The purposes of the Company shall not be extended by implication or otherwise except by written amendment of this Agreement.

#### ARTICLE VI

The admission of new members to the limited liability company shall be permitted upon such terms and conditions as may be set forth in the Operating Agreement.

#### ARTICLE VII

On the death, retirement, resignation, expulsion, bankruptcy of a member or the occurrence of any other event which terminates the continued membership of a member in the limited liability company, the limited liability company shall not be dissolved.

#### ARTICLE VIII

The limited liability company("LLC") shall indemnify, defend and hold harmless Jeffrey Fenster individually and as a manager, the manager(s), its members, employees and agents from and against all expenses incurred by them and each of them, including but not limited to legal fees, judgments, penalties and amounts paid in settlement or compromise, which may arise or be incurred, rendered or levied in any legal action brought or threatened against any of them for or on account of any action or omission alleged to have been committed while acting for the limited liability company in any capacity or such individual was within the scope of authority as a manager, employee or agent of the LLC, whether or not any settlement or compromise is approved by a court. Indemnification shall be made by the LLC whether the legal action brought or threatened is by or in the right of the LLC or by any other person. Whenever any existing or former manager, employee or agent shall report to the then manager of the LLC or to the individual members of the LLC that he or she has incurred or may incur expenses, including but not limited to legal fees, judgments, penalties, and amounts paid in settlement or compromise in a legal action brought or threatened against him or her for or on

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account of any action or omission alleged to have been committed by him or her while acting within the scope of his or her activities as a manager,, employee or agent of the LLC, the Members of the LLC shall, at its next regular or at a special meeting held *within a reasonable* time thereafter, determine in good faith whether, in regard to the matter involved in the action or contemplated action, such person acted, failed to act, or refused to act willfully or with gross negligence or with fraudulent or criminal intent. If a majority of the Members of the LLC determines in good faith that such person did not act, fail to act, or refuse to act willfully or with gross negligence or with fraudulent or criminal intent in regard to the matter involved in the action or contemplated action, indemnification shall be mandatory and shall be automatically extended as specified herein; provided, however, that no such indemnification shall be available with respect to liabilities under the Securities Act of 1933 and provided further that the LLC shall have the right to refuse indemnification in any instance in which the person to whom indemnification would otherwise have been applicable shall have unreasonably refused to permit the LLC, at its own expense and through counsel of its own choosing, to defend him or her in the action.

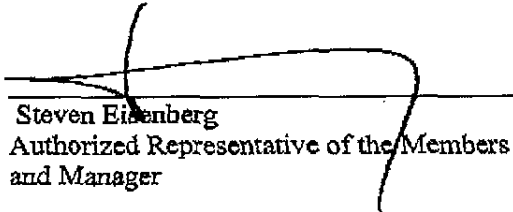
#### ARTICLE XI

*These Articles may be amended at any time by a majority vote of all of the members entitled to vote and such amendment shall be filed with the Florida Department of State.*

IN WITNESS WHEREOF the undersigned members have executed these Articles of Organization this 19<sup>th</sup> day of May 2006.

MEMBER:

ADDRESSES:

  
Steven Eisenberg  
Authorized Representative of the Members  
and Manager

3109 Stirling Rd Ste 101  
Ft.Lauderdale, Florida 33330

In accordance with Section 608.408(3), Florida statutes, the execution of this Affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

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06-05-19 10:28 TO- 18502050383

FROM- Weissman, Derv. etc. P05/05 T-257 U-399

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**CERTIFICATE OF DESIGNATION OF  
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 OR 608.507, FLORIDA  
STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE  
FOLLOWING STATEMENT OF DESIGNATION OF THE REGISTERED  
OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the limited liability Company is: Tarpon Bay Paradise, L.L.C.
2. The name and address of the registered agent and Office is:

Jeffrey Fenster  
(NAME)

8751 West Broward Blvd Ste. 307  
(P. O. BOX NOT ACCEPTABLE)

Plantation FL 33324  
(CITY/STATE/ZIP)

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TALLAHASSEE, FLORIDA

*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 property and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*

  
Jeffrey Fenster Registered Agent

May 18, 2006

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