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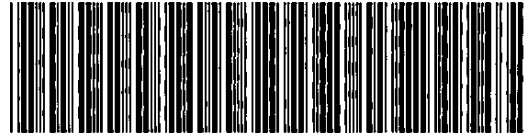
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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 228665 82349A

AUTHORIZATION :

COST LIMIT : \$ PPD

ORDER DATE : July 7, 2006

ORDER TIME : 10:34 AM

ORDER NO. : 228665-005

CUSTOMER NO: 82349A

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DOMESTIC FILING

NAME: ATLANTIS REEL ESTATE, LLC

EFFECTIVE DATE:

____ ARTICLES OF INCORPORATION
____ CERTIFICATE OF LIMITED PARTNERSHIP
XX ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY
____ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Susie Knight - EXT. 2956

EXAMINER'S INITIALS: _____

ARTICLES OF ORGANIZATION
OF
ATLANTIS REEL ESTATE, LLC.

Articles of Organization of **ATLANTIS REEL ESTATE, LLC.** The undersigned certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. We further declare that the following Articles shall serve as the Charter and authority for the conduct of business of the limited liability company.

ARTICLE I

NAME AND PRINCIPAL PLACE OF BUSINESS

The name of the limited liability company shall be **ATLANTIS REEL ESTATE, LLC.** and its principal office shall be located at 965 N. Nob Hill Rd #127, Plantation, Fl 33324, County of Broward, State of Florida, but it shall have the power and authority to establish branch offices at any other place or places as the members may designate.

ARTICLE II

PURPOSES AND POWERS

In addition to the powers authorized by the laws of the State of Florida for limited liability companies, the general nature of the business or businesses to be transacted, and which the limited liability company is authorized to transact, shall be as follows:

1. To engage in any activity or business authorized under the Florida Statutes.
2. In general, to carry on any and all incidental business; to have and exercise all the powers conferred by the laws of the State of Florida, and to do any and all things set forth in these Articles to the same extent as a natural person might or could do.

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3. To purchase or otherwise acquire, undertake, carry on, improve, or develop, all or any of the business, good will, rights, assets, and liabilities of any person, firm, association, or corporation carrying on any kind of business of a similar nature to that which this limited liability company is authorized to carry on, pursuant to the provisions of these Articles; and to hold, utilize, and in any manner dispose of the rights and property so acquired.

4. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or of any political or administrative subdivision, or department, and to perform and carry out, assign, cancel, or rescind any of such contracts.

5. To exercise all or any of the limited liability company powers, and to carry out all or any of the purposes, enumerated in these Articles and otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in this capacity or under this arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest of the property and to aid, assist, or participate in any lawful enterprise in connection with or incidental to the agency, representation, or service, and to render any other service or assistance it may lawfully do under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.

6. Do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers set forth in these Articles, either alone or in association with others incidental or pertaining to, or going

out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this limited liability company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers.

Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the limited liability company to carry on any business, exercise any power, or do any act which a limited liability company may not, under Florida laws, lawfully carry on, exercise, or do.

ARTICLE III

EXERCISE OF POWERS

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of, the members of this limited liability company. This Article may be amended from time to time in the regulations of the limited liability company by a unanimous vote of the members of the limited liability company.

ARTICLE IV
MANAGEMENT

This limited liability company shall be managed by **Michael Safrin, Tom Ackel, and Zachary Safrin.**

The name(s) and address(es) of the person(s) who shall serve (until the first annual meeting of members or until (a or their) successor(s) (is or are) elected and qualified) (is or are) as follows:

Michael Safrin, Tom Ackel, and Zachary Safrin 965 N. Nob Hill Rd #127, Plantation, Fl 33324.

ARTICLE V
MEMBERS AND MEMBERSHIP RESTRICTIONS

The Company shall have at least one member and may admit additional members on the prior unanimous written agreement of the then-existing members, or as otherwise provided in the Operating Agreement. Members shall have the right to admit new members by unanimous consent. Contributions required of new members shall be determined as of the time of admission to the limited liability company. The parties hereto agree that the wives of said members may become members after the filing of these Articles by splitting the spouse's share.

A member's interest in the limited liability company may not be sold or otherwise transferred except with a unanimous written consent of (all or as the case may be) members.

On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, the remaining members shall have the right to continue the business on unanimous consent of the remaining members.

ARTICLE VI

CAPITAL CONTRIBUTIONS

Capital contributions in the amount of \$500.00 cash shall be or have been paid to the limited liability company by the two members in equal shares. Additional contributions will be made as required for investment purposes, as determined by unanimous consent of the members. Members will make contributions in equal shares. In the event a member fails to make an initial capital contribution as previously agreed with 6 months from the date of signing by both parties of these Articles, the other member shall have the right to buy-out the defaulting member by paying said defaulting member any capital contribution previously made by said defaulting member.

ARTICLE VII

PROFITS AND LOSSES

(a) Profit Sharing. The members shall be entitled to the net profits arising from the operation of the limited liability company business that remain after the payment of the expenses of conducting the business of the limited liability company. Each member shall be entitled to an equal distributive share of the profits. The distributive share of the profits shall be determined and paid to the members monthly and day of the commencement date shall be the anniversary date of the commencement of business.

(b) Losses. All losses that occur in the operation of the limited liability company business shall be paid out of the capital of the limited liability company and the profits of the business or, if these sources are insufficient to cover such losses, by the members in (equal shares or the following shares: (set forth percentages alongside name of each member)).

ARTICLE VIII

DURATION

This limited liability company shall exist until dissolved in a manner provided by law, or as provided in the regulations adopted by the members.


Michael Safrin

BEFORE ME, a Notary Public, personally appeared, Michael Safrin, to me known to be the person described as Incorporator and who executed the foregoing Articles of Organization, and acknowledged before me that she executed these foregoing Articles of Organization on this 29th day of July, 2006.


NOTARY PUBLIC

STATE OF FLORIDA

COUNTY OF BROWARD

MY COMMISSION EXPIRES:



Kiann Sue Lewis
Commission # DD137513
Expires July 29, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

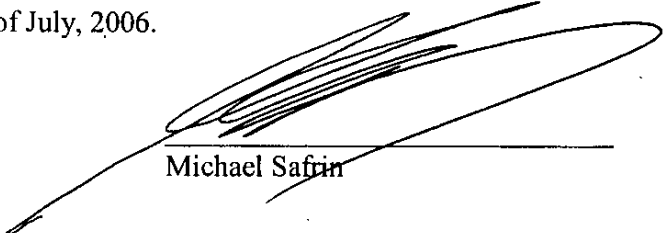
STATEMENT DESIGNATING REGISTERED AGENT AND OFFICE

Pursuant to the provisions of section 608.415 and 608.407(1)(d) of the Florida Limited Liability Company Act, the limited liability company identified below submits the following statement in designating its registered office and registered agent in the State of Florida:

The name of the limited liability company is **ATLANTIS REEL ESTATE, LLC..**

The name of the Registered Agent for the limited liability company is **Michael Safrin** and the street address of the company's principal office where the agent is located is 965 N. Nob Hill Rd #127, Plantation, Fl 33324. The statement is to acknowledge that, as indicated above, **ATLANTIS REEL ESTATE, LLC.** has appointed me, **Michael Safrin**, as its registered agent to accept service of process for the company at the place designated above in this certificate. I accept this 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.

Dated this 29 day of July, 2006.



Michael Safrin

The foregoing instrument was acknowledged before me this 29th day of July, 2006 by
MICHAEL SAFRIN, agent on behalf of **ATLANTIS REEL ESTATE, LLC**, a limited liability
company. He is personally known to me or has produced a driver's license as identification.



Kiann Sue Lewis
Commission # DD137513
Expires July 29, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Kiann Sue Lewis
NOTARY PUBLIC

STATE OF FLORIDA

COUNTY OF BROWARD

MY COMMISSION EXPIRES:

ACCEPTANCE AND ACKNOWLEDGMENT OF REGISTERED AGENT

Having been named Registered Agent, I hereby accept the appointment as Registered Agent. I am familiar with and accept the obligations of Section 607.0505, Florida Statutes.


MICHAEL SAFRIN

BEFORE ME, a Notary Public, personally appeared, **MICHAEL SAFRIN**, to me known to be the person described as Registered Agent and who executed the foregoing Acceptance and Acknowledgment of Registered Agent on this 29th day of July, 2006.


NOTARY PUBLIC



Kiann Sue Lewis
Commission # DD137513
Expires July 29, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

STATE OF FLORIDA

COUNTY OF BROWARD

MY COMMISSION EXPIRES: