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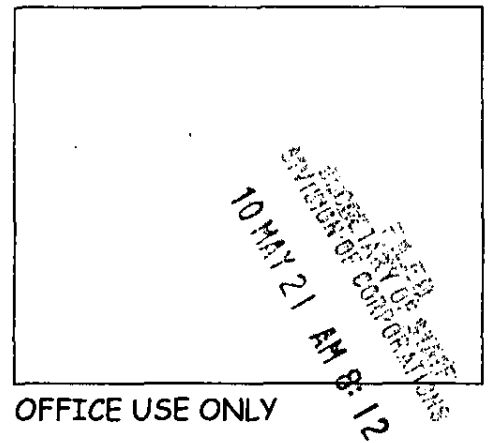
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MAY 24 2010

EXAMINER

FLORIDA RESEARCH & FILING SERVICES, INC.
1211 CIRCLE DRIVE
TALLAHASSEE, FL 32301
PHONE (850)656-6446



WALK-IN

ENTITY NAME:

1500 AUSTRALIAN CENTER, LLC

CK# 4632 FOR \$185.00

PLEASE FILE THE ATTACHED CONVERSION & RETURN THE FOLLOWING:

XXX CERTIFIED COPY

___ STAMPED COPY

XXX CERTIFICATE OF STATUS

Examiner's Initials

**CERTIFICATE OF CONVERSION
FOR
1500 AUSTRALIAN CENTER, INC.,
a Florida corporation
INTO
1500 AUSTRALIAN CENTER, LLC,
a Florida limited liability company**

FILED
DIVISION OF CORPORATIONS
10 MAY 21 AM 8:12

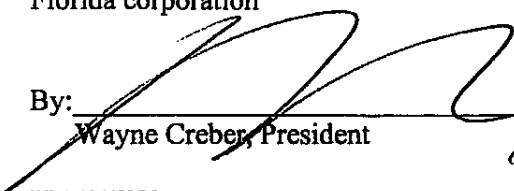
This Certificate of Conversion and the attached Articles of Organization are submitted to convert the following "Other Business Entity" into a Florida limited liability company in accordance with Section 608.439, Florida Statutes:

1. The name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is 1500 AUSTRALIAN CENTER, INC.
2. The "Other Business Entity" is a Florida corporation first incorporated under the laws of the State of Florida on October 27, 2005 (the "Corporation") (Document No.: P05000145057).
3. The jurisdiction of the Corporation continues to be Florida.
4. The name of the Florida limited liability company as set forth in the attached Articles of Organization is 1500 AUSTRALIAN CENTER, LLC (the "Company").
5. The effective date of conversion is the date of filing of this Certificate of Conversion and the attached Articles of Organization of the Company.

Signed this 16 day of ~~March~~ ^{April}, 2010.

1500 AUSTRALIAN CENTER, INC., a
Florida corporation

1500 AUSTRALIAN CENTER, LLC, a
Florida limited liability company

By: 
Wayne Creber, President

By: 
Wayne Creber, Manager

**ARTICLES OF ORGANIZATION
FOR
1500 AUSTRALIAN CENTER, LLC**

(A Florida Limited Liability Company)

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The undersigned, for the purpose of forming a limited liability company under the laws of the State of Florida, pursuant to the Florida Limited Liability Company Act (the "Act"), hereby adopts the following Articles of Organization:

ARTICLE I -

Name

The name of the Limited Liability Company is 1500 AUSTRALIAN CENTER, LLC (the "Company").

ARTICLE II -

Duration

This Company shall exist on the date of filing of these Articles with the Secretary of State of the State of Florida. The duration of the Company shall be perpetual.

ARTICLE III -

Nature of Business

This Company is organized for the purpose of transacting any or all lawful business.

ARTICLE IV -

Address

The initial principal office address of the Company is 211 U.S. Highway One, Lake Park, Florida 33402.

The initial mailing address of the Company is 211 U.S. Highway One, Lake Park, Florida 33402.

ARTICLE V -

Initial Registered Agent and Registered Office

The street address of the initial registered office of the Company is 8257 Needles Drive, Palm Beach Gardens, Florida 33418, and the name of the initial registered agent of this Company at that address is WAYNE CREBER.

ARTICLE VI -

Management

The Company shall be manager-managed in accordance with the Operating Agreement of the Company. The initial manager of the Company is:

WAYNE CREBER
8257 Needles Drive
Palm Beach Gardens, FL 33418

ARTICLE VII -
Membership Certificates

Each Member's interest in the Company may be evidenced by a membership participation or unit certificate. No Member of the Company may transfer, sell or assign its membership interest in the Company to any other person except as provided for in the Company's Operating Agreement.

ARTICLE VIII -
Indemnification

This Company shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Florida any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was manager, member, managing member or officer of this Company, or is or was serving at the request of this Company as a manager, member, director, officer, trustee, employee or agent of or in any other capacity with another company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding.

Expenses (including attorney's fees) incurred by any member, manager or officer in defending any civil, criminal, administrative or investigative proceeding shall be paid by the Company in advance of the final disposition of such proceeding upon receipt of an undertaking (secured or unsecured as may be determined by the Company) by or on behalf of such member, manager or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Company as authorized in this Article. Such expenses (including attorneys' fees) incurred by other employees and agents shall also be so paid upon such terms and conditions, if any, as the Company deems appropriate.

Notwithstanding the foregoing, indemnification or advancement of expenses shall not be made to or on behalf of any member, manager, managing member, officer, employee, or agent if a judgment or other final adjudication establishes that the actions, or omissions to act, of such member, manager, managing member, officer, employee, or agent were material to the cause of action so adjudicated and constitute any of the following:

- (a) A violation of criminal law, unless the member, manager, managing member, officer, employee, or agent had no reasonable cause to believe such conduct was unlawful.
- (b) A transaction from which the member, manager, managing member, officer, employee, or agent derived an improper personal benefit.
- (c) In the case of a manager or managing member, a circumstance under which the

liability provisions of section 408.426 of the Florida Statutes are applicable.

(d) Willful misconduct or a conscious disregard for the best interests of the limited liability company in a proceeding by or in the right of the limited liability company to procure a judgment in its favor or in a proceeding by or in the right of a member.

The indemnification provided by this Article shall continue as to an indemnified person who has ceased to be a member, manager, managing member, officer, employee, or agent and shall inure to the benefit of the estate, heirs, personal representatives, beneficiaries, executors and administrators of such person. All rights to indemnification and advances under this Article shall be deemed to be a contract between the Company and each indemnified person at any time while this Article is in effect. Any repeal or modification of this Article or any repeal or modification of relevant provisions of the Florida Limited Liability Company Act or any other applicable laws shall not in any way diminish the rights to indemnification of such indemnified person or the obligations of the Company arising hereunder for claims relating to matters occurring prior to the repeal or modification.

**ARTICLE IX -
Amendment**

The Company reserves the right to amend or repeal any provision contained in these Articles of Organization, and any right conferred upon the Members is subject to this reservation.

16 IN WITNESS WHEREOF the undersigned has executed these Articles as of the
day of ~~March~~ April, 2010.



RAYMOND R. MANCUSO, Manager

(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 true.)

ACCEPTANCE BY REGISTERED AGENT

Having been named as registered agent and to accept the service of process for the above-stated limited liability company at the place designated in these Articles, WAYNE CREBER hereby accepts the appointment as registered agent and agrees to act in this capacity. WAYNE CREBER further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties, and WAYNE CREBER is familiar with and accepts the obligations of his position as registered agent as provided for in Chapter 608, F.S.

By: 

WAYNE CREBER

Dated: ~~March~~ ^{April} 16, 2010.

WPB 1070223.1

**PLAN OF CONVERSION
OF
1500 AUSTRALIAN CENTER, INC.,
a Florida corporation
INTO
1500 AUSTRALIAN CENTER, LLC,
a Florida limited liability company**

The following plan of conversion is submitted in compliance with Section 607.1112 of the Florida Business Corporation Act (the "Act"):

1. The name, form, jurisdiction and document number of the entity *before conversion* is 1500 AUSTRALIAN CENTER, INC., a Florida corporation (the "Corporation") (Doc. No. P05000145057).

2. The name, form and jurisdiction of the entity *after conversion* are 1500 AUSTRALIAN CENTER, LLC, a Florida limited liability company (the "Company").

3. Upon the conversion becoming effective, the Company shall be governed by the terms and provisions of the Florida Limited Liability Company Act.

The terms and conditions of the conversion, including the manner and basis for converting the shares, obligations or other securities, or rights to acquire shares, obligations or other securities in the converting domestic corporation into any combination of interests, shares, obligations, securities, cash, rights, or any other consideration money, interests in the converted entity, and other consideration are as follows:

a. Assumption of Assets. All property, rights, privileges, powers, trademarks, licenses, registrations and other assets of every kind and description of the Corporation shall be transferred to and vested in the Company, without further act or deed.

b. Assumption of Obligations. All obligations of the Corporation shall become the obligations of the Company.

c. Conversion of Common Stock. The Corporation has five (5) shareholders, WAYNE CREBER, who owns three hundred shares (300 shares), MICHAEL ERICKSON, who owns two hundred fifty (250) shares, WILLIAM WILENSKY, who owns one hundred (100) shares, BRIAN WEAVER, who owns one hundred (100) shares, and RAYMOND R. MANCUSO, SR., as Trustee of THE RAYMOND R. MANCUSO REVOCABLE TRUST under agreement dated July 31, 2001, which owns two hundred fifty (250) shares, representing one hundred percent (100%) of the Corporation's issued and outstanding shares. Upon the conversion becoming effective, all of the Corporation's issued and outstanding shares shall be converted, proportionately, to membership interests, representing a one hundred percent (100%) ownership interest of the Company.

4. A copy of the Articles of Organization of the Company, as the same shall be filed with the Florida Department of State, is attached hereto as *Exhibit A*. The Articles of Organization, the Certificate of Conversion and the Plan of Conversion were approved and adopted by the shareholders and the board of directors of the Corporation by unanimous written consent on ~~March~~ April 16, 2010.

5. This Plan may be amended at any time prior to the effective date of the conversion upon the express written consent of the shareholders of the Corporation.

6. The signatures of the shareholders of the Corporation on this Plan of Conversion and on any documents and instruments executed in connection therewith or pursuant thereto shall be conclusive evidence of their authority to execute and deliver such instruments or documents.

IN WITNESS WHEREOF, this Plan of Conversion is effective this 16 day of ~~March~~ April, 2010.

DIRECTORS:


WAYNE CREBER


RAYMOND R. MANCUSO


MICHAEL ERICKSON


WILLIAM WILENSKY


BRIAN WEAVER

SHAREHOLDERS:


WAYNE CREBER

THE RAYMOND R. MANCUSO
REVOCABLE TRUST u/a/d July 31, 2001

By: 
RAYMOND R. MANCUSO, Trustee


MICHAEL ERICKSON


WILLIAM WILENSKY


BRIAN WEAVER