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B. KOHR  
JUN 17 2010  
EXAMINER



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 416991 7542175

AUTHORIZATION :

*[Signature]*

COST LIMIT : \$ 125.00

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ORDER DATE : June 15, 2010

ORDER TIME : 3:11 PM

ORDER NO. : 416991-005

CUSTOMER NO: 7542175

DOMESTIC FILING

NAME: 233 WEST INDIES REAL ESTATE,  
LLC

EFFECTIVE DATE:

ARTICLES OF INCORPORATION  
CERTIFICATE OF LIMITED PARTNERSHIP  
X ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

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XX PLAIN STAMPED COPY  
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Carina L. Dunlap - EXT. 2951

EXAMINER'S INITIALS: \_\_\_\_\_

**ARTICLES OF ORGANIZATION  
FOR FLORIDA LIMITED LIABILITY COMPANY**

The Undersigned, of the age of eighteen or over, for the purpose of forming a limited liability company pursuant to the laws of the State of Florida, does hereby execute the following Articles of Organization:

**ARTICLE I- Name:**

The name of the limited liability company is the 233 WEST INDIES REAL ESTATE, LLC (the "Company").

**ARTICLE II- Address:**

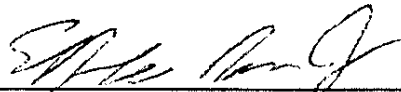
The mailing address and street address of the principal office of the Company are:

<b><u>Principal Office Address:</u></b>	<b><u>Mailing Address:</u></b>
172 South Ocean Blvd Palm Beach, FL 33480	172 South Ocean Blvd Palm Beach, FL 33480

**ARTICLE III:** The name and the Florida street address of the registered agent are:

E. Burke Ross, Jr.  
172 South Ocean Blvd  
Palm Beach, FL 33480

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 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, F.S.



E. Burke Ross, Jr., Registered Agent

**ARTICLE IV- Manager(s) or Managing Member(s):**

The name and address of the Manager or Managing Member are as follows:

<b><u>Title:</u></b>	<b><u>Name and Address:</u></b>
"MGR" = Manager "MGRM" = Managing Member	
MGR	E. Burke Ross, Jr. 172 South Ocean Blvd Palm Beach, FL 33480

**ARTICLE V- Purpose of Company** The purpose of the Company is to engage in any activity within the purposes for which limited liability companies may be organized under the laws of the State of Florida.

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**ARTICLE VI- Members** One person will be the initial member of the Company.

**ARTICLE VII- TERM OF COMPANY** The Company shall dissolve at such time as provided in the operating agreement for the Company.

**ARTICLE VIII- INDEMNIFICATION OF MEMBERS AND MANAGERS** (a) A member or manager of the Company shall not be personally liable to the Company for damages for breach of any duty owed to the Company, except that this provision shall not relieve a member or manager from liability for any breach of duty based upon an act or omission (1) in breach of such person's duty of loyalty to the Company or its members, (2) not in good faith or involving a knowing violation of law, or (3) resulting in receipt by such person of an improper personal benefit.

(b) The Company shall indemnify an Agent against such agent's expenses and liabilities in connection with any proceeding involving the Agent because the Agent is or was an Agent provided that a judgment or other final adjudication establishes that the acts or omissions of the Agent (1) were not in breach of the Agent's duty of loyalty to the Company, (2) were in good faith or did not involve a knowing violation of law, or (3) did not result in receipt by the agent of an improper personal benefit.

(c) In the event that any proceeding is settled by means other than a judgment in a court of law, the determination as to whether the Agent's acts or omissions (1) were not in breach of the Agent's duty of loyalty to the Company, (2) were in good faith or did not involve a knowing violation of law, or (3) did not result in receipt by the agent of an improper personal benefit, shall be made (i) by the Managers of the Company at a meeting at which is present a quorum, determined without including Managers who were parties to or otherwise involved in the proceeding, acting by a majority vote of Managers who are not parties to or otherwise involved in the proceeding, or if a quorum is not obtainable or even if obtainable and the quorum of the Managers by a majority vote of the disinterested Managers directs (ii) by independent legal counsel designated by the Managers in a written opinion.

(d) Expenses incurred by an Agent in connection with a proceeding may be paid by the Company in advance of the final disposition of the proceeding if authorized by the Managers upon receipt of an undertaking by or on behalf of the Agent to repay the amount unless it shall ultimately be determined that the agent is entitled to be indemnified as provided herein.

(e) If the Company has determined that the Agent is not entitled to indemnification as above provided, the Agent may apply to a court for an award of indemnification by the Company as provided in the Act.

(f) The following words shall have the definitions herein provided:

(1) "*Expenses*" means reasonable costs, disbursements and counsel fees;

(2) "*Liabilities*" means amounts paid or incurred in satisfaction of settlement, judgments, fines and penalties;

(3) "*Proceeding*" means any pending, threatened or completed civil, criminal, administrative or arbitral action, suit or proceeding, and any appeal therein and any inquiry or investigation which could lead to such action, suit or proceeding; and

(4) "*Agent*" means any person who is or was a manager, member, employee or agent of the Company and any person who is or was a manager, member, employee or agent of any other enterprise, serving as such at the request of the Company, or the legal representative of the manager, member, employee or agent.

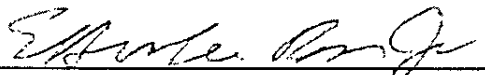
(g) All Company members, managers and agents shall be indemnified to the full extent provided by law. Such indemnification may be funded through insurance or otherwise as authorized by the Managers of the Company.

**ARTICLE IX- Effective Date, if other than the date of filing:** The effective date of the Company shall be the date of filing. (If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

**REQUIRED SIGNATURE:**

IN WITNESS WHEREOF, the undersigned has hereunto signed this Articles of Organization this 4<sup>th</sup> day of June, 2010.

The E. Burke Ross, Jr. Trust, Sole Member  
E. Burke Ross, Jr., Trustee

A handwritten signature in cursive script, appearing to read "E. Burke Ross, Jr.", is written over a horizontal line.

(Signature of a Member or an authorized  
representative of a member.)

E. Burke Ross, Jr., Manager of the Company  
And Trustee of Sole Member of the Company  
Name of signee