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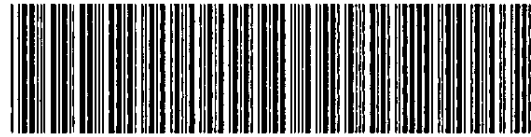
\_\_\_\_\_  
(Business Entity Name)

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(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



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11 APR -8 AM 11:26  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

K. SALY  
EXAMINER  
APR 11 2011



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

February 2, 2011

SHEEA SYBBLIS  
430 CLINTON AVE. 5E  
BROOKLYN, NY 11238

SUBJECT: G & S PROPERTIES LLC  
Ref. Number: W11000006500

We have received your document for G & S PROPERTIES LLC and your check(s) totaling \$130.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity.

Please select a new name and make the correction in all appropriate places. One or more major words may be added to make the name distinguishable from the one presently on file.

**Adding "of Florida" or "Florida" to the end of a name is not acceptable.**

The document number of the name conflict is L99000007928 "G & S PROPERTIES, L.L.C.".

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6870.

Karen A Saly  
Regulatory Specialist II

Letter Number: 411A00002855

## COVER LETTER

**TO: Registration Section  
Division of Corporations**

**SUBJECT: G & S Properties LLC**  
Name of Limited Liability Company

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Sheea Sybblis

Name of Person

Firm/Company

430 Clinton Ave, 5E

Address

Brooklyn, NY 11238

City/State and Zip Code

ssybblis@hotmail.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Sheea Sybblis

Name of Person

at ( 718 ) 812-5831

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

- ☒ \$125.00 Filing Fee    ☒ \$130.00 Filing Fee & Certificate of Status    ☐ \$155.00 Filing Fee & Certified Copy (additional copy is enclosed)    ☐ \$160.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

**Mailing Address**

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street/Courier Address**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

## ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

### ARTICLE I - Name:

The name of the Limited Liability Company is:

SS Cabo Rojo Properties L.L.C.

(Must end with the words "Limited Liability Company," "L.L.C.," or "LLC.")

### ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

#### Principal Office Address:

260 SW 29th Road

Miami, FL 33129

#### Mailing Address:

c/o Sheea Sybblis

430 Clinton Ave, 5E

Brooklyn, NY 11238

### ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

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

Grissel Seijo

Name

260 SW 29th Road

Florida street address (P.O. Box **NOT** acceptable)

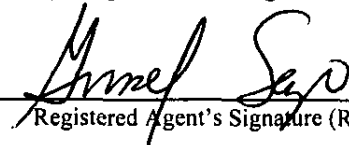
Miami

FL 33129

City, State, and Zip

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SECRETARY OF STATE  
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 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..*



Registered Agent's Signature (REQUIRED)

(CONTINUED)

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

The name and address of each Manager or Managing Member is as follows:

**Title:**

"MGR" = Manager

"MGRM" = Managing Member

**Name and Address:**

MGRM

Sheea Sybblis

430 Clinton Ave, 5E

Brooklyn, Ny 11238

MGRM

Grissel Seijo

260 SW 29th Road

Miami, FL 33129

(Use attachment if necessary)

**ARTICLE V:** Effective date, if other than the date of filing: \_\_\_\_\_ (OPTIONAL)

(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:**

  
Signature of a member or an authorized representative of a member.

(In accordance with section 608.403(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.)

Grissel Seijo

Typed or printed name of signee

**Filing Fees:**

**\$125.00 Filing Fee for Articles of Organization and Designation  
of Registered Agent**

**\$ 30.00 Certified Copy (Optional)**

**\$ 5.00 Certificate of Status (Optional)**

## **OPERATING AGREEMENT OF G & S PROPERTIES LLC**

THIS OPERATING AGREEMENT (this "Agreement") is made effective as of the 22<sup>nd</sup> day of February 2011 by Grissel Seijo, an individual ("Seijo") and Sheea Sybblis ("Sybblis") as an individual.

### **WITNESSETH:**

WHEREAS, Seijo and Sybblis have formed SS Cabo Rojo Properties L.L.C. (the "Company") upon the filings of the Articles of Organization in accordance with and pursuant to the Florida Limited Liability Act (the "Act").

WHEREAS, Sybblis and Seijo are the sole members of the Company and in that capacity are sometimes referred to here in as the "Members."

WHEREAS, the Members desire to adopt a written operating agreement.

NOW, THEREFORE, in consideration of the foregoing, the Members hereby adopt the following agreement as the operating agreement of the Company:

1. Name. The name of the Company is SS Cabo Rojo Properties L.L.C. The business of the Company shall be conducted solely under such name, and title to all assets of the Company shall be held in such name.
2. Purpose of the Company. The purpose of the Company shall be to engage in such activities as may be permitted by law.
3. Company Filings. The Members shall execute and file all documents required by the Act to be filed in connection with the continuation of the Company.
4. Place of Business. The principal place of business of the Company shall 260 SW 29th Road, Miami, FL 33129 or such location as may be selected by the Members.
5. Term. The Company shall continue until dissolved and liquidated pursuant to the provisions of Sections 12 and 14 hereof.
6. Interest of Members. Seijo and Sybblis shall initially collectively own a one hundred percent (100%) interest in the Company (the "Membership Interest"), 50% interest belongs to Seijo and 50% interest belongs to Sybblis.
7. Capital Contributions. No Member is required to make capital contributions to the Company, but any Member may, at its option, make capital contributions to the Company.
8. Distributable Cash. "Distributable Cash" shall mean the amount of cash which the Company deems available for distribution to the Members, taking into account all

Company debts, liabilities, and obligations of the Company then due and amounts which the Company deems necessary to place into reserves for the customary and usual claims with respect to the Company's business ("Reserve"). The Members will determine the amount of the required Reserve and the timing of the distribution of Distributable Cash. Cash Distributions shall be made at least annually with the consent of the Members given the maintenance of the Reserve.

9. Management Powers of the Members. The management, operation and control of the Company shall vest solely in the Members, shared equally. The Members shall have all necessary and appropriate powers to carry out the purposes of the Company, including, without limitations, the power to execute, acknowledge and deliver any and all documents and instruments deemed appropriate to carry out any of the foregoing or the purposes and intent of this Agreement. All contracts, documents, agreements, instruments or writings binding the Company shall bind the Company and be effective for all uses and purposes if signed on behalf of the Company by both Members, or by one Member acting alone with the other Member's written authorization or by an officer of the Company or other individual duly authorized by the both Members to sign on behalf of the Company.
10. Certification of Units. A certificate shall be issued to the Member in the following manner:
  - (a) The Company shall issue a certificate to the Member representing the membership units held by the Member (referred to individually as the "Unit" and collectively as the "Units.").
  - (b) The Company hereby irrevocably elects that all Units shall be securities governed by Article 8 of the Uniform Commercial Code as in effect in the State of Florida and each other applicable jurisdiction. Each certificate evidencing a Unit or Units shall bear the following legend: "This certificate evidences an interest in G&S Properties LLC and shall be a security governed by Article 8 of the Uniform Commercial Code as in effect in the State of Florida and, to the extent permitted by applicable law, each other applicable jurisdiction."
  - (c) If the Company issues certificates representing any Unit, except as herein provided with respect to lost, stolen or destroyed certificates, no new certificates representing particular Units shall be issued in lieu of previously issued certificates representing those same Units until former certificates for those Units shall have been surrendered or cancelled. All certificates surrendered to the Company for registration of transfer shall be cancelled.
  - (d) Any Member claiming that such Member's certificate is lost, stolen or destroyed shall make an affidavit or affirmation of that fact and request a new certificate. Upon

the giving of a satisfactory indemnity to the Company, a new certificate may be issued of the same tenor and representing the same Units as were represented by the certificate alleged to be lost, stolen or destroyed.

11. Right of First Refusal. A Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:
  - (a) The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").
  - (b) For a period of 60 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer.
12. Dissolution. The Company shall be dissolved upon the date approved by all the Members.
13. Death, Incompetency, or Bankruptcy of Member. On the death, adjudicated incompetence, or bankruptcy of a Member, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit. The successor in interest will not have the management rights noted in Section 8.
14. Winding Up. On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:
  - (a) To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;
  - (b) To the payment and discharge of any Company debts and liabilities owed to Members; and
  - (c) To Members in the amount of their respective adjusted Capital Account balances on the date of distribution



#### GENERAL PROVISIONS:

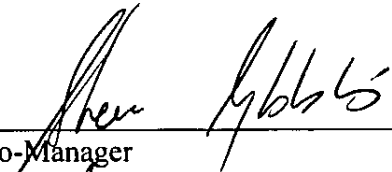
15. Amendments. Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.
16. Governing Law. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Florida (without regard to principles of conflicts of law).
17. Entire Agreement; Modification. This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.
18. Attorney Fees. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.
19. Further Effect. The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.
20. Severability. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.
21. Captions. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.
22. Notices. All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified

mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the Member, intending legally to be bound, has executed this Agreement as of the day and year first above written.

COMPANY:

SS CABO ROJO PROPERTIES L.L.C.  
a Florida limited liability company

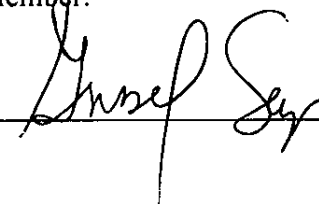
  
\_\_\_\_\_  
Co-Manager

  
\_\_\_\_\_  
Co-Manager

Member:

  
\_\_\_\_\_

Member:

  
\_\_\_\_\_