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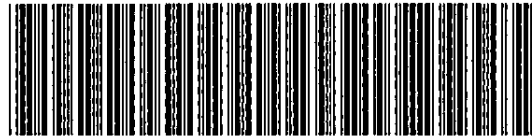
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2013 JAN 10 AM 10:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

N. Culligan JAN 11 2013



January 9, 2013

Secretary of State
Division of Corporations
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Articles of Organization for Coco Cove Five, LLC

Dear Sir/Madam:

Enclosed please: (A) the original signed articles of organization for Coco Cove Five, LLC; and (B) a check in the amount of \$125.00, to cover the filing fee. Please file the articles of organization and send notification of same to 220 N. Rosalind Ave., First Floor, Orlando, FL 32801.

If you have any questions or need further information, please do not hesitate to contact me at the telephone number below. Thank you for your assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read 'E. Alexander, Jr.', written over a horizontal line.

Edward R. Alexander, Jr.

Enclosures

ARTICLES OF ORGANIZATION
OF
COCO COVE FIVE, LLC
a Florida Limited Liability Company

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Article I. Name.

The name of this limited liability company (the "Company") is:

COCO COVE FIVE, LLC

Article II. Principle & Mailing Address.

The mailing and principal address of the Company shall be 4202 Metric Drive, Winter Park, FL 32792.

Article III. Business Purpose and Powers.

The purpose of the Company's operations shall be any lawful purpose for which a limited liability company may be organized under the laws of the State of Florida, in accordance with §608.403 of the Florida Limited Liability Company Act, and the Company shall have all the powers granted a limited liability company under the laws of the State of Florida, in accordance with §608.404, of the Florida Limited Liability Company Act. From time to time the Members may provide for a specific business purpose or purposes of the Company and may limit the powers of the Company in the operating agreement of the Company (the "Operating Agreement").

Article IV. Management.

Management of the Company's business and affairs shall be vested in the members.

Article V. Operating Agreement.

The Members may, from time to time, adopt, amend, alter and repeal the Operating Agreement by a majority vote of the Members, by membership interest in accordance with Article VIII or Article X, provided, however: (A) the Operating Agreement and all replacements, amendments and alterations thereto shall, in all cases, be in writing; and (B) no amendment requiring an additional capital contribution from any member(s) shall be valid without the written approval of such member(s).

**Article VI. Instruments and Documents Providing for the Acquisition,
Mortgage, or Disposition of Property.**

Instruments and documents providing for the acquisition, mortgage, or disposition of property of the Company shall be valid and binding upon the Company only if they are executed by all of the Members; provided, however, the Members may, in accordance with these Articles of Organization and the Operating Agreement, designate an agent /officer or any Member to execute such documents.

Article VII. Meetings of the Members.

Annual and special meetings of the Members shall be held at such time as may be stated or fixed in accordance with the Operating Agreement, but in no event less than every thirteen months. Failure to hold the annual meeting shall not work as a forfeiture or dissolution of the Company.

Article VIII. Voting.

Except as may be set forth in the Operating Agreement, which may grant to all or a special group of Members the right to consent, vote or agree on a per capita or other basis upon any matter, the Members shall vote in accordance with their membership interest in the Company. Except as may be set forth in the Operating Agreement, the membership interest of a Member at any time means the capital account of such member divided by the capital accounts of all Members, excluding the capital accounts of the transferees and assignees of any Member who have not been admitted as a Member in accordance with Article XII. Unless the Operating Agreement provides otherwise, a Member may vote by proxy or in person.

Article IX. Quorum.

Except as may be set forth in the Operating Agreement, a majority of the Members by membership interest, entitled to vote shall constitute a quorum at the meeting of Members. If a quorum is present, the affirmative vote of a majority of the Members, by membership interest, represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater proportion or number or voting by classes is required by these Articles of Organization or the Operating Agreement. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment.

Article X. Action by Members without a Meeting.

Except as may be set forth in the Operating Agreement, any action required by law, the Operating Agreement, or the Articles of Organization of the Company to be taken at any annual or special meeting of Members of the Company, may be taken without a meeting, without prior notice, and without a vote, if a written consent setting forth the action so taken is signed by one or more Members holding membership interests having not less than a minimum interest in the Company that would be necessary to authorize or take such action at a meeting at which all of the membership interests entitled to vote thereon were present and voted. If any class(es) of Members is entitled to vote thereon as a class, such written consent shall signed by one or more Members holding membership interests of such class having not less than a minimum interest in such class that would be necessary to authorize or take such action at a meeting at which all of the membership interests of such class were present and voted.

Article XI. Liability of Members and Indemnification.

Section 11.01 A Member is liable to the Company only for the difference between the amount of the Member's contributions to capital which have been actually made and the amount, if any, which is stated in these Articles of Organization, the Operating Agreement or any other contract to which such Member is a party and pursuant to which such a Member is obligated to make the contribution, whether currently due or arising in the future.

Section 11.02 The Members shall not be liable under any judgment, decree, or order of court, or in any other manner, for a debt, obligation or liability of the Company.

Section 11.03 The Company shall indemnify against any liability incurred in any proceeding in which any individual or entity is made a party to the proceeding because he, she or it is or was an officer, manager or member if:

- (A) He or she or acted and conducted himself/herself in good faith;
- (B) He or she reasonably believed:
 - (1) in the case of conduct in his, her or its official capacity, that such conduct was in the best interest of the Company; or
 - (2) in all other cases, that his, her or its conduct was, at least, not opposed to the best interests of the Company; and
- (C) in the case of any criminal proceeding, he or she had no reasonable cause to believe that this conduct was unlawful.

Section 11.04 The Company shall advance the reasonable expenses incurred by an officer, manager or member who is a party to a proceeding if:

- (A) such officer, manager or member furnishes the Company with a written affirmation of his, her or its good-faith belief that he, she or it has met the standard of conduct required for indemnification;
- (B) such officer, manager or member furnishes the Company with a written undertaking, executed personally by him, her or it, or on his, her or its behalf, to repay the advance if it is determined that he, she or it did not meet such standard of conduct; and
- (C) a determination is made that the facts then known to those making the determination would not preclude indemnification.

Section 11.05 The Company shall indemnify each officer, manager and member who was wholly successful, on the merits or otherwise, in defense of any proceeding to which he, she or it was a party, against reasonable expenses incurred by him, her or it in connection with the proceeding.

Section 11.06 An officer, manager or member who is or was a party to a proceeding as described in this section may apply for indemnification to the court conducting such proceeding or to another court of competent jurisdiction.

Article XII. Admission of a New Member.

A person or entity may be admitted as a Member only upon a majority vote of the Members, by membership interest. As a condition precedent to being admitted as a Member, such person or entity shall make a capital contribution in the amount determined by a majority vote of the Members by membership interest in accordance with the foregoing and enter and become bound by the then current Operating Agreement.

Article XIII. Transferability of Member's Interest and Withdrawal.

The interests of the Members of the Company may be transferred or assigned only as provided in the Operating Agreement. A transferee or assignee of a Member shall have

no right to participate in the management of the Company or to become a Member unless the percentage of Members required by the Operating Agreement or these Articles of Organization to admit a new member, excluding therefrom the membership interest held by the Member seeking to make the transfer or assignment, approves of the proposed transfer or assignment. Unless approved in the foregoing manner, a transferee or assignee of a Member's interest shall only be entitled to receive the share of profits or other compensation by way of income and the return of the contributions to which the transferring or assigning Member would otherwise be entitled.

No Member shall be entitled to withdraw from the Company except as expressly set forth in the Operating Agreement.

Article XIV. Dissolution of the Company

The Company shall be dissolved and its affairs concluded upon a majority vote of the Members by membership interest in accordance with Article VIII or Article X.

Article XV. Transfers of Substantially All of the Company's Assets


The Company may sell, lease, exchange, or otherwise dispose of all, or substantially all, of its property other than in the ordinary course of its business, upon a majority vote of the Members by membership interest in accordance with Article VIII or Article X.

Article XVI. Registered Agent and Registered Office.

The street address of the initial registered office of this Company is 220 N. Rosalind Ave., 1st Floor, Orlando, FL 32801, and the name of the initial registered agent of this Company at that address is Entrepreneurship Law Firm, P.L., a Florida professional limited liability company.

IN WITNESS WHEREOF, the undersigned attorney for the Member has executed these Articles of Organization this 9 day of January, 2013.


Member: HCV, LLC, a Florida limited liability company

By: 
Edward R. Alexander, Jr., Esq.
Attorney for the Member

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

The undersigned is familiar with the obligations of the registered agent and hereby accepts the appointment to serve as the initial Registered Agent of Coco Cove Five, LLC.

Entrepreneurship Law Firm, P.L.

By: 
Edward R. Alexander, Jr.
Managing Member

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