

L130000024194

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

JUN - 6 2014

T. BROWN

SECRETARY OF STATE
State of Florida
Division of Corporations
Tallahassee, FL 32399

FILED
14 JUN -2 PM 3:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDED and RESTATED
ARTICLES of ORGANIZATION
of
WHIDBEY INVESTMENTS LLC

ARTICLE I - Name:

The name of the limited liability company is:

WHIDBEY INVESTMENTS LLC

ARTICLE II - Mailing and Street Address:

6538 Collins Av. #286
Miami Beach, FL 33141
United States of America

ARTICLE III - Name and street address of the Registered Agent:

The initial registered agent and registered office of the limited liability company is:

Apex Corporate Services LLC
320 85th Street #14
Miami Beach, FL 33141
United States of America

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 605, F.S.

Laura Howard
Registered Agent's Signature

ARTICLE IV – Management:

The name, date of birth and address of the manager of the Company who is authorized to act and sign solely and independently on behalf of the Company, is as follows:

Ramona Teresa Benedikovic
D.O.B.: January 22nd, 1979
Address: 23 Chytron, block 2, flat 402
1075 Nicosia
Cyprus

ARTICLE V – Management:

The Company shall be managed by a manager who is elected by the members. The manager shall act on behalf of the company and shall have the right and authority to incur any debt, obligation or liability on behalf of and in the name of the Company. The manager shall also hold the offices and have the responsibilities accorded to them by the members as set out in the Operating Agreement. The number of managers of the Company may be increased or decreased from time to time as may be determined by the vote of the members of the Company, but the minimum shall be one.

ARTICLE VI - Purpose:

The company will have unlimited power to engage in and do any lawful act concerning any or all lawful businesses for which LLCs may be organized according to the laws of the State of Florida, excluding banking and insurance, including all powers and purposes now and hereafter permitted by law to an LLC.

ARTICLE VII – Continuity:

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

ARTICLE VIII – Indemnification:

The Company will indemnify an individual made party to a proceeding because he is or was a manager, officer, or organizer, employee or agent of the Company against liability incurred in the proceeding if:

1. He conducted himself in good faith;
2. He reasonably believed that his conduct was in or at least not opposed to the Company's interest; and
3. In the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

The indemnification and advance of expenses authorized in these articles will not be exclusive to any other rights to which any manager, officer, organizer, employee or agent may be entitled under any bylaw, agreement, or vote of members, disinterested managers or otherwise.

In addition to the foregoing, the Company will indemnify and save the organizers harmless for all acts taken by them as organizers of the Company, and will pay all costs and expenses incurred by or imposed on them as a result of the same, including compensation based on the usual charges for expenditures required of them in pursuit of the defense against account enforcing the indemnification right under these articles, and the Company releases them from all liability for any such act as organizers not involving willful or grossly negligent misconduct.

Signed on May 29th, 2014



Laura Gavard, authorized representative

(In accordance with section 605.0202 (4), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true).