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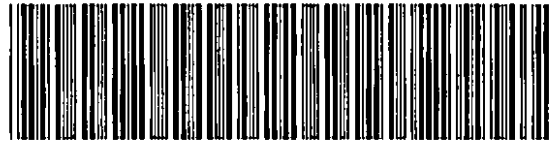
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CANADA

J. LEGGETT
DEC 26 2017

COVER LETTER

**TO: Registration Section
Division of Corporations**

West Indies Pottery USA, LLC

SUBJECT: _____
Name of Limited Liability Company

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

Please return all correspondence concerning this matter to the following:

Steven E. Wallace, Esq.

Name of Person

The Wallace Law Group, PL

Firm/Company

2240 W. Woolbright Road #403

Address

Boynton Beach, Florida 33426

City/State and Zip Code

wallacelaw1@me.com

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

For further information concerning this matter, please call:

Steven E. Wallace, Esq.

561 877-6020

at ()

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☒ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 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 AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

West Indies Pottery USA, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 5/17/2016 and assigned
Florida document number L16000093219.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

The Wallace Law Group, PL

New Registered Office Address:

2240 W. Woolbright Road #403

Enter Florida street address

Boynton Beach

Florida 33426

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

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 relative 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. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager
AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGR	Luis Henriquez	5539 S. Military Trail	<input type="checkbox"/> Add
		Lake Worth, Florida 33463	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
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			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

1. The first part of the document is a header section containing the following information:

- Page No. _____
- Date _____
- Page No. _____
- Date _____

2. The second part of the document is a table with 4 columns and 10 rows. The columns are labeled as follows:

Sl. No.	Name of the Candidate	Grade	Score
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3. The third part of the document is a table with 4 columns and 10 rows. The columns are labeled as follows:

Sl. No.	Name of the Candidate	Grade	Score
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4. The fourth part of the document is a table with 4 columns and 10 rows. The columns are labeled as follows:

Sl. No.	Name of the Candidate	Grade	Score
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5. The fifth part of the document is a table with 4 columns and 10 rows. The columns are labeled as follows:

Sl. No.	Name of the Candidate	Grade	Score
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6. The sixth part of the document is a table with 4 columns and 10 rows. The columns are labeled as follows:

Sl. No.	Name of the Candidate	Grade	Score
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7. The seventh part of the document is a table with 4 columns and 10 rows. The columns are labeled as follows:

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8. The eighth part of the document is a table with 4 columns and 10 rows. The columns are labeled as follows:

Sl. No.	Name of the Candidate	Grade	Score
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9. The ninth part of the document is a table with 4 columns and 10 rows. The columns are labeled as follows:

Sl. No.	Name of the Candidate	Grade	Score
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10. The tenth part of the document is a table with 4 columns and 10 rows. The columns are labeled as follows:

Sl. No.	Name of the Candidate	Grade	Score
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11. The eleventh part of the document is a table with 4 columns and 10 rows. The columns are labeled as follows:

Sl. No.	Name of the Candidate	Grade	Score
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12. The twelfth part of the document is a table with 4 columns and 10 rows. The columns are labeled as follows:

Sl. No.	Name of the Candidate	Grade	Score
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13. The thirteenth part of the document is a table with 4 columns and 10 rows. The columns are labeled as follows:

Sl. No.	Name of the Candidate	Grade	Score
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14. The fourteenth part of the document is a table with 4 columns and

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Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Dated

1-2A17

1-24-17
David Rombach

Signature of a member or authorized representative of a member

DAVID KOICABEJC

Typed or printed name of signee

**CONSENT IN LIEU OF A SPECIAL MEETING
OF THE SOLE MEMBER OF
WEST INDIES POTTERY USA, LLC
A FLORIDA LIMITED LIABILITY COMPANY**

The undersigned, being the Sole Member of WEST INDIES POTTERY USA, LLC (the "Company"), hereby make the following written statement in lieu of holding a Special Meeting:

WHEREAS, the Company has accepted the resignation of LUIS HENRIQUEZ as one of the Company's Manager;

WHEREAS, the Company's Sole Manager is DAVID RORABECK;

NOW, BE IT THEREFORE,

RESOLVED, the Sole Member accepts the resignation of LUIS HENRIQUEZ leaving DAVID RORABECK as the Company's sole manager.

Effective this 1st day of January, 2017

SOLE MEMBER:

By:


DAVID RORABECK

AMENDED AND RESTATED LIMITED LIABILITY COMPANY
OPERATING AGREEMENT
OF
WEST INDIES POTTERY USA, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT ("Agreement") is made and entered into effective as of the 1st day of January, 2017, by DAVID RORABECK, as its sole member ("Member") and DAVID RORABECK, as its initial manager ("Manager").

W I T N E S S E T H:

WHEREAS, Articles of Organization ("Articles") legally creating WEST INDIES POTTERY USA, LLC, a Florida limited liability company ("Company") were filed with the Secretary of State of the State of Florida on May 17, 2016, and the Articles are approved and the filing thereof ratified; and

WHEREAS, the Member desires to operate a limited liability company formed under the Florida Statutes to engage in any and all businesses and activities permitted by the laws of the State of Florida; and

WHEREAS, the Member desires to express in writing the Member's understanding and agreement with respect to the formation and operation of the Company.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions contained herein, the undersigned, intending to be legally bound, hereby agrees as follows:

ARTICLE ONE

INCORPORATION BY REFERENCE; PURPOSE; DEFINITIONS

1.1 Incorporation by Reference.

The foregoing recitals are hereby acknowledged to be true and are incorporated herein by reference.

1.2 Purpose of the Company.

The purpose for which the Company is organized is to engage in any and all businesses and activities permitted by the laws of the State of Florida. The Company shall have all of the powers vested in a limited liability company organized and existing by virtue of such laws.

1.3 Certain Definitions.

As used in this Agreement, the following terms shall have the meanings hereinafter set forth, except as otherwise provided herein:

(a) Available Cash.

Cash funds of the Company, including debt, equity and tax-exempt income, but excluding Capital Contributions and cash proceeds from a Terminating Capital Transaction, if any, and after provision for (i) payment of all outstanding and unpaid current obligations, expenses and charges of the Company as of such time (including all amounts of any principal or interest payable with respect to any loans from the Member); and (ii) a reasonable working reserve as determined by the Manager for the management and operation of the Company's business, determined from time to time by the Manager to be available for distribution to the Member.

(b) Capital Contribution.

The amount of cash or the agreed fair market value of property contributed by the Member to the capital of the Company, as reflected in the books of the Company.

(c) Capital Transaction.

An Interim Capital Transaction or a Terminating Capital Transaction.

(d) Code.

The Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provisions of any federal internal revenue law enacted in substitution of the Internal Revenue Code of 1986.

(e) Company.

The "Company" shall mean the single member Florida limited liability company described in the recitals hereof.

(f) Event of Termination.

Any of the events that result in dissolution of the Company as set forth in Section 7.1 hereof.

(g) Interim Capital Transaction.

A transaction pursuant to which the Company borrows funds or refinances existing debt, a sale, condemnation, exchange, abandonment or other disposition of a portion (which is less than substantially all) of the assets of the Company, an insurance recovery or any

other transaction, other than a Terminating Capital Transaction, that, in accordance with generally accepted accounting principles, is considered capital in nature.

(h) Law.

The Florida Limited Liability Company Act, as amended from time to time.

(i) Manager.

DAVID RORABECK or any entity or person who may be appointed as Manager by the Member after the date hereof in accordance with this Agreement.

(j) Member.

DAVID RORABECK or such other entity or person as may be hereafter admitted as a Member pursuant to this Agreement.

(k) Member Interest or Interests.

The entire ownership interest of a Member in the Company at any particular time, including such Member's rights to any and all distributions, allocations and other incidents of participation in the Company to which such Member may be entitled as provided in this Agreement and under applicable law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement and the Law, and further including its Capital Account hereunder.

(l) Member Percentages.

The percentage interest of a Member in the Company. As of this date, the sole Member has a one hundred percent (100%) Member Percentage.

(m) Regulations.

Regulations shall mean regulations issued by the United States Treasury Department under the Code.

(n) Term.

The period commencing as of the date of this Agreement and ending upon the occurrence of an Event of Termination.

(o) Terminating Capital Transaction.

A sale, condemnation, exchange or other disposition (whether by foreclosure, abandonment or otherwise) of all or substantially all of the then remaining assets of

the Company or a transaction that will result in a dissolution of the Company.

ARTICLE TWO

MEMBER; MEMBERSHIP INTEREST

2.1 Name and Address of Member; Principal Office; Registered Office.

(a) The sole Member is DAVID RORABECK.

(b) The principal office and mailing address of the Company shall be 5539 S. Military Trail, Lake Worth, Florida 33463, or at such other location as may be determined by the Manager.

2.2 Admission of Additional Members.

Additional Member(s) will be admitted to the Company only upon the written consent of the Member, and upon the terms agreed to by the Member and the Manager.

2.3 Liability and Indemnification of the Member.

The Member, its directors, officers, employees and affiliates, shall not be liable to the Company for any loss or liability incurred in connection with any act or omission in the conduct of the business of the Company in accordance with the terms hereof, except for any loss or liability which the Company incurs in connection with the Member's fraud, willful and wanton misconduct or gross negligence. The Company, to the fullest extent permitted by law, hereby agrees to defend and indemnifies and holds harmless the Member, its directors, officers, employees and affiliates from and against any and all liability, loss, cost, action, cause of action, expense or damage incurred or sustained by reason of any act or omission in the conduct of the business of the Company in accordance with the terms hereof, including, but not limited to, reasonable attorneys' and paralegals' fees through any and all negotiations, and trial and appellate levels; provided, however, the Company shall not indemnify the Member with respect to any of the foregoing incurred in connection with the fraud, willful and wanton misconduct or gross negligence of the Member. The Company shall advance all sums required to indemnify and hold the Member harmless as provided herein from the initiation of any claim against such Member, subject to acknowledgment in writing by the Member of the obligation to reimburse the Company in the event that, following the entry of a final, non-appealable judgment, it is determined that the Company was not permitted to indemnify the Member pursuant to this Agreement or the Law. The provisions of this Section 2.3 shall survive the termination of the Company.

ARTICLE THREE

MANAGEMENT OF THE COMPANY

3.1 Rights, Powers and Duties of the Manager.

The overall management and control of all aspects of the day-to-day business and affairs of the Company shall be vested exclusively in the Manager. Any action taken by the Manager shall constitute the act of and serve to bind the Company, and no decision shall be made or action taken with respect to the Company unless such decision or action has been approved by the Manager. Without limiting the generality of the foregoing, the Manager is hereby authorized, on behalf of the Company:

(a) To execute, on behalf of the Company, any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Company's business;

(b) To make from Company assets any and all expenditures that it may deem necessary or desirable for the conduct of the Company's business and the carrying out of its obligations and responsibilities under this Agreement to the extent permissible under any other agreements (including mortgages) to which the Company is a party;

(c) To keep all books of accounts and other records required by the Company, keep vouchers, statements, receipted bills, invoices and all other records, covering all collections, disbursements and other data in connection with the Company's business;

(d) To hire, retain or employ, fire and coordinate the services of all employees, supervisors, attorneys, accountants, consultants, independent contractors and other persons necessary or appropriate to carry out the business of the Company;

(e) To determine the timing and amount of distributions of Available Cash and net proceeds from Interim Capital Transactions;

(f) To the extent that funds of the Company are available therefor, to pay all debts and other obligations of the Company when due, including amounts due under loans to the Company;

(g) To acquire any land or real property interest;

(h) To make any purchases for, on behalf of, or in the name of, the Company in the ordinary course of the Company's Business;

(i) To lease or let portions of the Company property, whether real or personal, in furtherance of the business of the Company at prevailing and customary market rates and terms;

(j) To vote in person or by general or limited proxy, or refrain from voting, for any purpose, any securities owned by the Company;

(k) To make or have made for the Company such market research reports, economic and statistical data, evaluations, analyses, opinions and recommendations as it may deem necessary or desirable with respect to the business of the Company;

(l) To purchase, at the expense of the Company, liability and other insurance to protect the Company and the Company's assets and business;

(m) To invest the Company's assets in bank and savings and loan association savings accounts, commercial paper, government securities, certificates of deposit, bankers' acceptances, other short-term interest bearing obligations and any other investments in the sole and absolute discretion of the Manager;

(n) Establish and maintain reserves, in such amount as the Manager determines to be appropriate in its reasonable discretion under the then existing circumstances;

(o) To compromise, contest, prosecute or abandon claims in favor of or against the Company and to agree to any rescission or modification of any contract or agreement; and

(p) To do any and all other things that are necessary, incidental or required in giving effect to all of the foregoing duties and responsibilities that is permitted under the Law.

3.2 Exercise of Rights and Powers.

(a) The Manager shall not be liable personally for the return of the Capital Contributions of the Member or any portions thereof, it being expressly understood that any such returns shall be made solely from the assets of the Company.

(b) The Manager shall be obligated to devote only such time to the Company as shall reasonably be required to carry out its duties to the Company. Except to the extent expressly provided elsewhere in this Agreement, the Manager may delegate all or any of its powers, rights and obligations hereunder, and may appoint, employ, contract or otherwise deal with any person or entity, including any of their affiliates, for the transaction of the business of the Company, which person, entity or affiliate may, under the supervision of the Manager, perform any acts or services for the Company as the Manager may approve, and may receive such compensation from the Company on account of such services as the Member deems proper. Except as expressly provided herein, the Manager, in its discretion, are hereby authorized, empowered and directed to appoint any and all officers for the Company. The Manager and the Member, except as they may otherwise agree in writing, may have active business interests other

than the Company and shall have no obligation to permit the Company or the Member to participate in any such business interest or any other business opportunity.

3.3 Right to Rely on Authority of the Manager.

No person or entity dealing with the Manager shall be required to determine the Manager's authority to make any undertaking on behalf of the Company, or to determine any fact or circumstance bearing upon the existence of the Manager's authority.

3.4 Removal of the Manager.

The Manager may be removed by the Member at any time, with or without cause. The decision to remove the Manager shall be in the Member's sole and absolute discretion. Upon removal, the Manager shall immediately cease to have any authority to act as Manager for the Company. Any of the Company funds or other property in the possession or under the control of the Manager shall immediately be released and transferred to its successor. The Manager shall cooperate in the orderly transition of affairs to its successor.

3.5 Indemnification of the Manager.

Neither the Manager nor its officers, directors, employees, affiliates, designees, successors or assigns (the "Indemnified Principals") shall be liable to the Company or the Member for any loss or damage incurred by reason of any act performed or omitted in connection with the activities of the Company or in dealing with third parties on behalf of the Company, unless such act or omission was taken or omitted by the Indemnified Principal, in bad faith, or such act or omission constitutes fraud, willful and wanton misconduct, gross negligence or willful breach of fiduciary duty. The Company, its receiver or its trustee, to the fullest extent permitted by law, hereby agrees to defend and indemnifies and holds harmless the Indemnified Principals from and against any and all liability, loss, cost, action, cause of action, expense or damage incurred or sustained by reason of any act or omission in the conduct of the business of the Company in accordance with the terms hereof, including, but not limited to, reasonable attorneys' and paralegals' fees through any and all negotiations, and trial and appellate levels; provided, however, the Company shall not indemnify the Indemnified Principals with respect to any of the foregoing incurred in connection with the fraud, willful and wanton misconduct, gross negligence or willful breach of fiduciary duty. The Company shall advance all sums required to indemnify and hold the Indemnified Principals harmless as provided herein from the initiation of any claim against such Indemnified Principal, subject to acknowledgment in writing by the Indemnified Principal of the obligation to reimburse the Company in the event that, following the entry of a final, non-appealable judgment, it is determined that the Company was not permitted to indemnify the Indemnified Principal pursuant to this Agreement or the Law. The provisions of this Section 3.5 shall survive the termination of the Company.

ARTICLE FOUR

CAPITAL CONTRIBUTIONS

4.1 Capital Contributions.

Capital Contributions may be made in the discretion of the Member.

4.2 Other Matters Relating to Capital Contributions.

Loans by the Member to the Company shall not be considered Capital Contributions.

ARTICLE FIVE

DISTRIBUTIONS

5.1 Distributions of Available Cash and Net Proceeds from Interim Capital Transactions.

The Available Cash of the Company and net proceeds from Interim Capital Transactions, if any, shall be distributed to the Member at such times and in such amounts as the Manager shall determine from time to time.

5.2 Distribution Following Terminating Capital Transaction.

Distributions following a Terminating Capital Transaction shall be distributed in the manner set forth in Section 7.2 hereof.

ARTICLE SIX

TAX STATUS

Solely for United States federal income tax purposes, as a "single member limited liability company," the Company shall be disregarded as an entity separate from the Member pursuant to the default classification prescribed under Section 301.7701-3(b)(1)(ii) of the Regulations. Accordingly, the Company shall be treated for federal tax purposes in the same manner as a sole proprietorship, branch, or division of the Member, shall not have a separate existence, and all tax attributes of the Company shall be reported by the Member. The Member shall take, or refrain from taking, any and all actions as may be necessary or appropriate to ensure the treatment of the Company as a disregarded entity for federal income tax purposes.

ARTICLE SEVEN

DISSOLUTION; TERMINATION

7.1 Dissolution.

The Company shall be dissolved, its assets shall be disposed of, and its affairs wound up only upon the occurrence of one or more of the following events ("Event of Termination"):

(a) The written election by the Member that the Company should be dissolved; or

(b) Any event pursuant to which the Company is required to be dissolved under the Law.

7.2 Wind-Up.

Upon the dissolution of the Company, the Manager shall make a final accounting of the business and affairs of the Company and shall proceed with reasonable promptness to liquidate the business, property and assets of the Company and to distribute the proceeds in the following order of priority:

(a) To the payment of expenses of any sale, disposition or transfer of the Company assets in liquidation of the Company;

(b) To the payment of just debts and liabilities (including any accrued, but unpaid interest) of the Company (including to the Member), in the order of priority provided by law;

(c) To the establishment of any reserve that the Manager may determine to be reasonably necessary and adequate for any contingent liabilities and obligations of the Company or the Member arising out of or in connection with the business of the Company; and

(d) To the Member.

The Member may elect to distribute the remaining property and assets of the Company, if any, in kind, in lieu of selling them.

ARTICLE EIGHT

GENERAL PROVISIONS

8.1 Gender and Use of Singular and Plural.

All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the party or parties, or their personal representatives, successors and assigns may require.

8.2 Headings.

The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

8.3 Governing Law; Venue.

This Agreement shall be construed in accordance with the laws of the State of Florida. Agreed upon venue for any action arising out of or related to this Agreement shall be Palm Beach County, Florida.

8.4 Provisions Severable.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the parties do business. If any provision of this Agreement, or the application thereof to any Person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.


8.5 Entire Agreement; No Amendment; Waiver.

This Agreement represents the entire agreement between the parties as to the subject matter hereof, and supersedes all previous discussions and agreements, whether oral or written. This Agreement and its provisions may not be waived, amended or modified except by an instrument in writing signed by the party against which such waiver, amendment or modification is sought to be enforced, and such written instrument shall set forth specifically the provision of this Agreement which is to be so waived, amended or modified. No failure or delay on the part of any party in exercising any right or remedy shall constitute a waiver thereof, and no single or partial waiver by any party of any default shall operate to waive any other default.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective as of the day and year first above written.

MEMBER



DAVID RORABECK

MANAGER:



DAVID RORABECK