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**LIMITED LIABILITY COMPANY**

**east trading center, llc.**

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TALLAHASSEE, FLORIDA

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## ARTICLES OF ORGANIZATION

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OF

EAST TRADING CENTER, LLC.

## A FLORIDA LIMITED LIABILITY COMPANY

The undersigned, desiring to form a limited liability company under and pursuant to Florida Statutes § 608, entitled the Florida Limited Liability Company Act, do hereby adopt the following Articles of Organization for such company (the "Articles").

## ARTICLE I

NAME

The name of this limited liability company shall be EAST TRADING CENTER, LLC. (the "Company").

## ARTICLE II

DURATION

The period of duration for the Company shall be perpetual.

## ARTICLE III

ADDRESS

The mailing and street address of the principal office of the Company, shall be:

2500 WESTON Road  
Suite 103  
Fort Lauderdale, Florida 33331

## ARTICLE IV

REGISTERED AGENT

The name and address of the initial registered agent and the initial registered office of the Company shall be:

MANUEL M. ARVESU, P.A.  
2121 Ponce de Leon Boulevard  
Suite 920  
Coral Gables, Florida 33134

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## ARTICLE V

PURPOSE

The purpose of the Company shall be to engage in every lawful act and activity for which limited liability companies may be formed through its members, officers, employees and agents, and any and all other lawful business purposes as provided under the applicable laws of the State of Florida.

## ARTICLE VI

MEMBERS

The Company shall have two (2) members (the "Members") initially and the number of Members shall never be less than two (2).

## ARTICLE VII

MANAGEMENT

Management of the Company is reserved to its Members in accordance with the applicable provisions set forth in the regulations of the Company as amended from time to time (the "Regulations"). The names and addresses of the managing Members of the Company (the "Managing Members") are as follows:

Douglas Briceno  
1427 Lantana Court  
Weston, Florida 33326

Ineth Clareth Briceno  
1427 Lantana Court  
Weston, Florida 33326

## ARTICLE VIII

ADDITIONAL MEMBERS

Additional Members (the "Additional Members") may be admitted to the Company upon the written application of such person or entity and in the manner set forth in the Regulations. Any Additional Members admitted to the Company in accordance with Florida law, these Articles and the Regulations, shall be required to execute a "Members' Restrictive Agreement" in substantially the same form as Exhibit "A" attached hereto. Execution of the

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"Members' Restrictive Agreement" shall be a condition precedent to the admission of any Additional Member to the Company.

#### ARTICLE IX

##### MEMBERS' RIGHT TO CONTINUE BUSINESS

The right of the remaining Members to continue the business of the Company upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company, shall, provided there shall be at least two (2) Members remaining with ownership interest in the Company (the "Remaining Members"), be determined by the Remaining Members in accordance with Florida law and the applicable provisions set forth in the Regulations.

#### ARTICLE X

##### INDEMNIFICATION

Section 1. The terms used in this Article X shall have the meanings ascribed to them in Florida Statutes Section 608.4363 or any amended or successor sections of the Florida Statutes.

Section 2. Except as may otherwise be provided herein, the Company shall, to the fullest extent authorized or permitted by the Florida Statutes, as the same may be amended or modified from time to time, other than Florida Statutes Section 608.4363(7) or any amended or successor section, indemnify any Managing Member, officer, employee or agent who was or is a party to any proceeding against:

a. in the case of any proceeding other than an action by or in the right of the Company, liability incurred in connection with such proceeding including any appeal thereof; or

b. in the case of any proceeding by or in the right of the Company, expenses and amounts paid in settlement not exceeding, in the judgment of the Members, the estimated expense of litigating the proceeding to conclusion; provided, however, that the Company shall not, under this Section 2 or Section 4, indemnify any Managing Member, officer, employee or agent if a judgment, settlement or other final adjudication establishes that the actions or omissions to act of the Managing Member, officer, employee or agent:

1. are not acts on which a proceeding

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specified in Sections 2a or 2b is based and in which the Managing Member, officer, employee or agent has been successful on the merits or otherwise in defending, or has been successful in defending any claim, issue or matter therein; or

ii. were material to the cause of action so adjudicated and constitute:

A. a violation of the criminal law, unless the Managing Member, officer, employee or agent had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;

B. a transaction from which the Managing Member, officer, employee or agent derived an improper personal benefit, either directly or indirectly;

C. in the case of a Managing Member, a circumstance under which the liability provisions of Florida Statutes Section 608.426, governing a Member's liability for unlawful distribution to members, or Florida Statutes Section 608.428, regarding the return of any part of a member's contribution, is applicable; or

D. willful misconduct or a conscious disregard for the best interests of the Company in a proceeding by or in the right of the Company to procure a judgment in its favor or in a proceeding by or in the right of a Member.

**Section 3.** Notwithstanding the failure of the Company to provide indemnification due to a failure to satisfy the conditions of Section 2 of this Article X, and despite any contrary determination of the Members, a Managing Member, officer, employee or agent of the Company who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, such court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including any expenses incurred in seeking court-ordered indemnification or advancement of expenses, if the court determines that:

a. the Managing Member, officer, employee or agent is entitled to mandatory indemnification pursuant to Florida Statutes Section 608.4363(3) or any amended or successor section, in which case the court shall also order the Company to pay such person reasonable expenses incurred in obtaining court-ordered

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indemnification or advancement of expenses; or

b. the Managing Member, officer, employee or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the Company's exercise of its authority pursuant to Section 3 or Section 4 herein.

It is the express intention and desire of the Company to avoid any obligation to indemnify or advance expenses to any Managing Member, officer, employee or agent if:

c. the Managing Member, officer, employee or agent is not entitled to mandatory indemnification pursuant to Section 3a of this Article X; or

d. the Company has not otherwise agreed to indemnify or advance expenses to such Managing Member, officer, employee or agent pursuant to Section 3b.

The Company does not recognize, and will not permit, any Managing Member's, officer's, employee's or agent's application for indemnification or advancement of expenses, or both, to any court if the application is not based in its entirety on a claim that the Managing Member, officer, employee or agent is entitled to mandatory indemnification or advancement of expenses, or both, by virtue of the Company's exercise of its authority pursuant to Section 4 of this Article X.

Section 4. Section 2 shall not be construed to mean that indemnification by the Company is not permitted. Subject nevertheless to the limitations of Section 2, the Company may, in its sole discretion, make any other or further indemnification or advancement of expenses to any Managing Member, officer, employee or agent under any Regulation, agreement, vote of Members, or otherwise, both as to actions of such Managing Member, officer, employee or agent in his or her official capacity and as to actions in another capacity while holding such office.

Section 5. Any indemnification under this Article X shall be made by the Company only as authorized in a specific case upon a determination that indemnification of the Managing Member, officer, employee, or agent is proper under the circumstances because he or she has met the applicable standard of conduct set forth in this Article X. Such determination shall be made:

a. By the Members, by a unanimous vote of a quorum consisting of all Members who were not parties to such proceeding; or

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b. Regardless of whether or not such a quorum is obtainable, by majority vote of a committee duly designated by the Members (in which Members who are parties may participate) consisting solely of two or more Members not at the time parties to the proceeding; or

c. By independent legal counsel:

i. Selected by the Members prescribed in Section 5a or the committee prescribed in Section 5b; or

ii. If a quorum of the Members cannot be obtained for purposes of Section 5a, and the committee cannot be designated for purposes of Section 5b, independent legal counsel selected by the unanimous vote of all Members (in which event Members who are parties may participate).

Section 6. Expenses incurred by a Managing Member or officer in defending a civil or criminal proceeding may be paid by the Company in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such Managing Member or officer to repay such amount if he or she is ultimately found not to be entitled to indemnification by the Company pursuant to this Article X. Expenses incurred by an employee or agent may be paid in advance of the final disposition of such proceeding upon such terms and conditions as the Members may, from time to time, deem appropriate, but which terms will require, at a minimum, the receipt of an undertaking by or on behalf of such employee or agent to repay such amount if he or she is ultimately found not to be entitled to indemnification by the Company pursuant to this Article X.

Section 7. Indemnification and/or advancement of expenses as provided in this Article X shall continue as, unless otherwise

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provided, when such indemnification and/or advancement of expenses is authorized or ratified, to a person who has ceased to be a Managing Member, officer, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 8. If any part of this Article X shall be found to be invalid or ineffective in any proceeding, the validity and effect of the remaining part thereof shall not be affected.

## ARTICLE XI

AMENDMENT

These Articles may be amended only by the unanimous vote of all Members of the Company at a duly called and noticed Members' meeting, called for the specific purpose of amending these Articles.

IN WITNESS WHEREOF, the undersigned, the initial Member of EAST TRADING CENTER, LLC. has executed these Articles this 5 day of October, 1999.

Witnesses:

Name: [Signature]

Name:

MARIA E. FIGUEROA

Name:

Name:

MEMBERS:

Name: [Signature]  
Douglas BricenoName: [Signature]  
Ines Clareth Briceno

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EXHIBIT "A"

MEMBERS' RESTRICTIVE AGREEMENT

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~~STATE OF FLORIDA~~

STATE OF FLORIDA

COUNTY OF DADE

BEFORE ME, the undersigned authority, duly authorized to take oaths and administer affirmations, personally appeared DOUGLAS BRICENO and INES CLARETH BRICENO, the initial Members of East Trading Center, LLC (the "Company"), who, being known to me and being first duly sworn, deposed and said:

1. ~~The Company has at least two (2) initial Members.~~
2. ~~The total amount of initially contributed by the Members of the Company is One Hundred Thousand and 00/100ths (\$100,000.00) Dollars.~~
3. ~~Property other than cash which has been contributed by the Members of the Company is NONE (\$0). The agreed upon value of such contributed property is \$0.~~
4. ~~The total amount of cash and property other than cash, as anticipated to be contributed by the Members of the Company is One Hundred Thousand and 00/100ths (\$100,000.00) Dollars.~~
5. Affiants further state that they are familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature.

AFFIANTS:

  
DOUGLAS BRICENO, Member  
INES CLARETH BRICENO, Member

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STATE OF FLORIDA )

COUNTY OF DADE )

Subscribed and sworn to before me by DOUGLAS BRICENO, an initial member of East Trading Center, LLC, the Declarant, who has produced Personally known as identification, as the voluntary act and deed of the Declarant, this 5 day of October, 1999.

NOTARY PUBLIC,  
State of Florida At Large

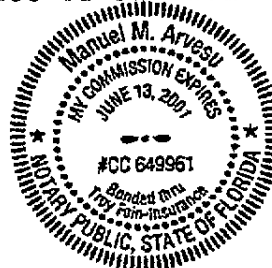


STATE OF FLORIDA )

COUNTY OF DADE )

Subscribed and sworn to before me by INES CLARETH BRICENO, an initial member of East Trading Center, LLC, the Declarant, who has produced Personally known as identification, as the voluntary act and deed of the Declarant, this 5 day of October, 1999.

NOTARY PUBLIC,  
State of Florida At Large



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