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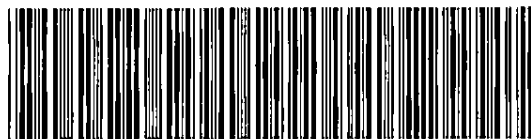
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115 N CALHOUN ST., STE. 4
TALLAHASSEE, FL 32301
866.625.0838
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Date: January 31, 2018

Account#: I200000000088

Name: Marisa Kugelmann

Reference #: T014674

Entity Name: PINK SHELL RESORT CLUB ASSOCIATION, INC.

☒ Articles of Incorporation/Authorization to Transact Business

☐ Amendment

☐ Change of Agent

☐ Reinstatement

☐ Conversion

☐ Merger

☐ Dissolution/Withdrawal

☐ Fictitious Name

☐ Other _____

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Authorized Amount: \$70.00

Signature: Marisa Kugelmann

• CORPORATE HQ
COGENCY GLOBAL, INC.
10 E 40th ST 10th FL
NY, NY 10016
800.771.0102
+1.212.947.7200

• EUROPEAN HQ
COGENCY GLOBAL (UK) LIMITED
REG. OFFICE: NEWLANDS WAY, FL
7-9, 3RD FLOOR, 1ST FL.
6 BEVIS MARKS, 1st FL
LONDON EC3A 7BA
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• ASIA PACIFIC HQ
COGENCY GLOBAL (HK) LIMITED
A HONG KONG LIMITED COMPANY
INFINITUS PLAZA, 12th FL
199 DES VOEUX RD CENTRAL
HONG KONG
+852.3975.1803



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ARTICLES OF INCORPORATION
OF
PINK SHELL RESORT CLUB ASSOCIATION, INC.

(A Florida Corporation Not-for-Profit)

I, the undersigned, being a natural person competent to contract, for the purpose of forming a corporation not-for-profit under the laws of the State of Florida, do hereby adopt, subscribe and acknowledge the following Articles of Incorporation (as the same may be amended or otherwise modified from time to time, the "Articles"):

ARTICLE I. NAME AND ADDRESS

The name of the corporation shall be "Pink Shell Resort Club Association, Inc." (hereinafter referred to as the "Trust Association"). In the event that the management agreement between the Trust Association and Boykin Management Company Limited Liability Company (the "Management Company") is ever terminated without the consent of the Management Company, the name of the Trust Association shall, without any action to be taken by the Board of the Trust Association or the Trust Association, simultaneously and automatically be changed to Fort Myers Resort Club Trust Owners' Association, Inc. In the event that the name is unavailable for use by the Trust Association, the Board shall be empowered to select an alternative name for the Trust Association; provided, however, that in no event shall the Board select an alternative name that uses or makes reference to the name "Pink Shell" or any other trademark of the Developer or any subsidiary thereof, or that connotes any association with the "Pink Shell" name.

In the event that the name of the Trust Association is changed because of the termination of the Management Agreement, the Board and any and all Members shall be prohibited from using the name "Pink Shell" (or any form thereof) in any manner whatsoever and shall immediately be required to:

- A. Destroy all stationary, descriptive literature or printed or written matter bearing the name "Pink Shell" other than books and records of the Trust Association;
- B. Cease and desist from using the name "Pink Shell" orally or in writing referring to the Trust Association or the Trust Plan; and
- C. Take immediate action to effect changes to the name of the Trust Association and the documents of the Trust Plan reflecting the name "Pink Shell" to eliminate the use of such name in any manner whatsoever.

The street and mailing address of the principal office of the Trust Association is 8015 W. Kenton Circle, Suite 220, Huntersville, North Carolina 28078.

ARTICLE II. DEFINITIONS

All terms used in these Articles have the same meaning as defined in the Pink Shell Resort Club Trust Agreement, as the same may be amended or otherwise modified from time to time (the "Trust Agreement"), unless these Articles specifically provide otherwise, or unless the context dictates a contrary meaning.

ARTICLE III. TERM OF EXISTENCE

Corporate existence shall commence with the filing of these Articles with the Secretary of State of the State of Florida. The Trust Association shall exist in perpetuity until such time as the Trust Association is dissolved in accordance Chapter 617, *Florida Statutes*, and such dissolution is filed with the Secretary of State of the State of Florida.

ARTICLE IV. PURPOSE

The purpose for which the Trust Association is organized is to manage, operate and maintain a vacation membership plan to be known as the Pink Shell Resort Club, and for any other lawful purposes.

ARTICLE V. POWERS

The Trust Association shall have all common law and statutory powers permitted a not-for-profit corporation under Florida law that are not in conflict with these Articles, together with such additional specific powers as are contained in the Trust Agreement and Bylaws, and all of the power reasonably necessary to implement the purposes of the Trust Association. All funds and title to all property acquired by the Trust Association, together with the proceeds thereof, shall be held only for the benefit of the members of the Trust Association in accordance with the provisions of the Trust Plan Documents.

ARTICLE VI. QUALIFICATION OF MEMBERS. THE MANNER OF THEIR ADMISSION, AND VOTING

Section 1. The Incorporator (as named in Article VII) constitutes the sole member of the Trust Association until the establishment of the Pink Shell Resort Club Trust (the "Trust") pursuant to the Trust Agreement. Upon the establishment of the Trust, PSVC, LLC, a Florida limited liability company, its successors and/or assigns (hereinafter referred to as "Developer"), shall hold all Memberships in the Trust, and thereby all memberships in the Trust Association. At the time of closing of a transaction for the purchase of a Membership in the Trust, the Member owning such Membership shall become a member of the Trust Association.

Ownership of a Membership shall be a prerequisite to exercising any rights as a member of the Trust Association. Ownership may be held by one or more individuals or by a corporation, partnership, trust or any other appropriate legal entity with the power to hold title to a Membership. The Trust Plan shall have one class of Membership. Developer reserves the right to amend the Trust Plan Documents and to create and define such additional classes of Memberships as Developer, in its sole discretion, may elect. The initial term of each Membership is thirty-five (35) months (the "Initial Term") and commences on the first day of the month immediately following the date on Member's deed. The Member will be under no obligation to renew Member's ownership in the Trust Plan after the Initial Term, and will receive notice (the "Renewal Notice") no less than thirty (30) days and no more than sixty (60) days prior to the date of renewal, informing the Member of the right to terminate at any time prior to the date of automatic renewal ("Automatic Renewal Date"). Unless Member terminates, in accordance with the provisions of this Section and Section 7.7 of the Trust Agreement, Member's ownership prior to the expiration of the Initial Term or any Renewal Term (as defined below), each constituting an Automatic Renewal Date, Member's ownership will automatically renew on the Automatic Renewal Date for an additional thirty-five (35) month term (a "Renewal Term"); provided, however, Member's ownership will not automatically renew if Member is in default (a "Renewal Default") in the payment of Annual Fees, personal charges, purchase money financing debt or other fees due in connection with Member's Membership. Notice of a Renewal Default, if any, shall be provided to Member together with the Renewal Notice. Member will have the right to cure the Renewal Default in full until the Automatic Renewal Date. If, however, the Member cures the Renewal Default in

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full after the Automatic Renewal Date, but before Developer records the Non-Renewal Notice (defined below). Developer has the right, in its sole discretion, to reinstate the Member's Membership. If, following delivery of a Renewal Notice, a Member elects not to renew for a Renewal Term or Member has a Renewal Default on the Automatic Renewal Date, then Developer shall be entitled to record a notice of non-renewal in the public records of Lee County, Florida which will serve to terminate the Member's Membership ("**Non-Renewal Notice**").

If a Member desires to terminate the Member's Membership pursuant to this Section and Section 7.7 of the Trust Agreement, Member shall, prior to the Automatic Renewal Date, deliver written notice ("**Member's Notice of Termination**") of termination to Developer in accordance with Section 14.2 of the Trust Agreement or such other notice instructions provided by Developer in the Renewal Notice; provided, however, a Member who has banked ShellPoints into, borrowed ShellPoints from, or reserved a Use Night in a Use Year that extends past the Automatic Renewal Date, shall be deemed to have waived the Member's right to terminate such Member's Membership with respect to the upcoming Renewal Term and the Member's Membership shall be automatically renewed and cannot be terminated by the Member until the next Renewal Term. Developer reserves the right to record in the public records of Lee County, Florida, Member's Notice of Termination together with the Non-Renewal Notice. RECORDATION IN THE PUBLIC RECORDS OF NON-RENEWAL NOTICE DOES NOT TERMINATE SUCH MEMBER'S PURCHASE MONEY FINANCING DEBT IN CONNECTION WITH MEMBER'S MEMBERSHIP OR ANY OUTSTANDING PAST-DUE ANNUAL FEES, PERSONAL CHARGES OR OTHER FEES DUE IN CONNECTION WITH MEMBER'S MEMBERSHIP. Notwithstanding anything to the contrary in this Section or Section 7.7 of the Trust Agreement, all Memberships shall terminate upon the termination of the Trust as provided in Section 3.1 of the Trust Agreement.

Member shall pay Developer upon the commencement of each Renewal Term, twenty-five dollars (U.S. \$25.00) in consideration for renewing the Member's Membership, unless otherwise waived or terminated.

Section 2. Membership shall terminate as provided in Section 1 of this Article VI or upon transfer of ownership of a Member's Membership, provided such transfer is permitted under the provisions of the Trust Agreement, Member's Manual, and the Bylaws. The transferor's membership shall automatically transfer and be vested in the new Member succeeding to the Membership, subject to a lien thereon for all unpaid assessments, charges and expenses. The Trust Association may rely upon evidence of a recorded deed or other instruments of conveyance as evidence of the transfer of ownership and thereupon terminate the transferor's membership in the Trust Association and recognize the membership of the transferee(s).

Section 3. Each Member shall have the number of votes for each Membership owned by the Member as set forth in the Bylaws.

Section 4. The share of a Member in the funds and assets of the Trust Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Member's Membership or as otherwise provided in the Bylaws as to a Member's mortgagee.

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ARTICLE VII. INCORPORATOR

The name and address of the Incorporator of the Association is as follows (the "Incorporator")

<u>Name</u>	<u>Address</u>
Kevin M. Hyland	8015 W. Kenton Circle, Suite 220 Huntersville, North Carolina 28078

ARTICLE VIII. BOARD OF DIRECTORS

Section 1. The affairs of the Trust Association shall be managed and conducted by a Board of Directors (hereinafter, the "Board"). The number, terms of office and provisions regarding election, removal and filling of vacancies on the Board shall be as set forth in the Bylaws of the Trust Association.

Section 2. The Board shall have the powers and duties necessary for the administration of the affairs of the Trust Association and may do all such acts and things as are not by law or by the Trust Agreement, the Articles of Incorporation, or the Bylaws, directed to be exercised and done by Members. These powers and duties, to the extent such powers and duties are not otherwise determined by the Board to be exercised by or the obligation of a Site Association, shall specifically include, but shall not be limited to, the following:

- (a) To exercise all powers of the Trust Association specifically set forth in the Trust Agreement, these Articles, and the Bylaws, and all powers, express or implied, incidental thereto, including the power to enforce compliance with such documents by Members.
- (b) To budget and invoice the Annual Fees, collect said Annual Fees, and use and expend the Annual Fees to carry out the purposes and powers of the Trust Association. The Board also has the power to charge a use fee against Members for the use of Trust Association Property.
- (c) To employ, dismiss and control, subject to the terms of any contract, the personnel necessary for the maintenance and operation of the Trust Property, Trust Association Property, and the Trust Plan and for the administration of the Trust Association, including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises, and to delegate appropriate authority to such parties as may be necessary to exercise the powers and duties of the Trust Association, except those powers and duties which are, pursuant to the Trust Agreement or applicable law, subject to the approval of the Members or the Board.
- (d) To adopt, make, amend and enforce the Property Rules and Regulations as the Board deems necessary, respecting the operation and use of the Trust Property and Trust Association Property.
- (e) To operate and arrange the Trust Property, Trust Association Property and the Trust Plan, and to contract for the management of the Trust Property, Trust Association Property, and the Trust Plan and to delegate to such Management Company all the powers and duties of the Trust Association, except those powers and duties which are, pursuant to the Trust Agreement or applicable law, subject to the approval of the Members or of the Board. It is the intent of these Articles that a vote of the Trust Association membership in which at least sixty-six percent (66%) of the Members voting, which shall be at least fifty percent (50%) of all votes allocated to Members, shall be required for the Association to terminate a contract for the management of the Trust Property, Trust Association Property, and the Trust Plan. If any management contract entered into by the Trust Association pursuant to this Section is terminated, all duties and

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obligations delegated to the Management Company will once again be the responsibility of the Trust Association.

(f) To purchase items of furniture, furnishings, fixtures, and equipment for the Trust Property, excluding Developer Property.

(g) To designate one or more executive committees, which committees may consist of Board members, non-Board members, or any combination thereof and which, to the extent provided in the resolution designating said executive committee, shall have the powers of the Board in the management and affairs and business of the Trust Association. The committee or committees shall have such name or names as may be determined from time to time by the Board. The foregoing powers shall be exercised by the Board or the Management Company or employees, subject only to approval by Members when such is specifically required. An executive committee, however, shall not have power to:

(i) determine the Trust Expenses or Developer Property Expenses required for the operation of the Trust Plan, Trust Property, and Trust Association Property. It is expressly understood that there is not a precise formula for allocating the expenses to Developer Property; however, the Trust Association will use a reasonable method for making such allocation;

(ii) determine the Annual Fees payable by the Members to meet the Trust Expenses or Developer Property Expenses;

(iii) adopt or amend Property Rules and Regulations covering the details of the operation of the Trust Property or Trust Association Property;

(iv) purchase, lease or otherwise acquire property in the name of the Trust Association;

(v) approve or recommend to Members any actions or proposals required by the Trust Agreement, the Articles of Incorporation or the Bylaws to be approved by Members; or

(vi) fill vacancies on the Board.

(h) To enter into and terminate agreements with organizations providing Members the ability to exchange into or affiliate with other resorts, projects, and clubs.

(i) To have the irrevocable right of access to the Trust Property as necessary for the maintenance, repair or replacement of any Trust Property and Trust Association Property (during reasonable hours) or for making emergency repairs (which may take place at any time necessary) necessary to prevent damage to any Condominium Unit or other portions of a Site.

(j) To impose a lien on each Membership for any unpaid Annual Fees, fines, personal charges, special charges or any other charges, including any special assessments, late fees and interest, imposed pursuant to the Trust Agreement, with interest, costs and attorney's fees incurred in the collection of the delinquent payment or enforcement of the lien. It also has the power to purchase any Membership at a foreclosure sale and to hold, lease, mortgage, convey, it, and to assign such rights.

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JAN 31 2018

(k) To the extent provided in the Bylaws, to purchase or otherwise acquire interests in real or other property and to hold, lease, mortgage and convey such interests or other property, and to assign such rights.

(l) To enter into agreements, acquire leaseholds, memberships and other possessions or use interests in lands or facilities, such as country clubs, golf courses, marinas and other recreational facilities, amenities or common areas, whether contiguous to the Trust Property, or not, if they are intended to provide enjoyment, recreation or other use or benefit to the Members.

(m) To maintain the Trust Association's official records.

(n) To use commercially reasonable efforts to obtain, maintain or ensure it is obtained and maintained, such insurance specified in the Trust Agreement, Articles, the Bylaws, required by law, or otherwise deemed prudent in the exercise of its business judgment to protect the Trust Property and Trust Association Property and to provide a receipt of payment for such insurance policies to the Trustee.

(o) To furnish annual financial statements to Members as required by law or pursuant to the Bylaws.

(p) If the Trust Association may be exposed to liability in excess of insurance coverage in any legal action, to give notice of the exposure to all Members, who shall have the right to intervene and defend.

(q) To provide, upon payment of a reasonable fee, to any Member, Mortgagee or other record lienholder so requesting a certificate showing the amount of unpaid Annual Fees or maintenance fees respecting the Member's Membership.

(r) To pay taxes or assessments against the Trust Property as required by the Trust Agreement and to maintain actions to contest any such taxes or assessments, and to provide a receipt of payment of such taxes to the Trustee.

(s) To pay costs of utilities services rendered to the Trust Property and Trust Association Property and not billed directly to individual Members.

(t) To impose fines on Members in such reasonable sums as the Board may deem appropriate from time to time (except as specifically provided in the Trust Agreement or any exhibit thereto), for violations of the Trust Plan Documents or any applicable statutes, rules, or regulations, by Members, or any licensee or invitee of the foregoing. The Board may collect such fines in one or more installments. Each day of violation shall be a separate violation. For continuing violations, only a single notice and opportunity for hearing shall be required.

(u) To deny use privileges of the Trust Property and Trust Association Property to Members (and to persons claiming use under such Members) who are delinquent in the payment of any Annual Fees, special charges, personal charges, use fees (if any), or any other charges (including any special assessments, late fees and interest) levied by the Board, including the payment of ad valorem taxes, and to rent such delinquent Members' use privileges as further provided in the Bylaws, to the extent allowed by and in accordance with applicable law.

(v) To authorize Members or others to use portions of the Trust Property and Trust Association Property, such as social rooms and meeting rooms, if any, for private parties and

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gatherings, for which reasonable charges may be imposed for the use and/or cleaning of such rooms after use by them.

(w) To repair or reconstruct improvements after casualties.

(x) To file a lien against any or all Memberships in the proportions for which the Members are liable for Trust Expenses.

(y) To lease, maintain, repair, reconstruct, refurbish, and replace the Trust Property and Trust Association Property, excluding Developer Property. In this regard, the Board has the power to temporarily remove Condominium Units from availability for the purpose of undertaking such maintenance, repairs, reconstruction, refurbishment, and replacement of the Trust Property and Trust Association Property, excluding Developer Property.

(z) To pay fees due to any applicable governmental agency.

(aa) To operate and administer or assign the operation and administration of any reservation system created for the Trust Plan, and to amend or revise the reservation system as is necessary from time to time.

(bb) To direct the Trustee to withdraw property from the Trust in accordance with the Trust Agreement.

(cc) To add property to the Trust pursuant to Section 7.3(a) of the Trust Agreement, to direct the Trustee in the reduction of the number of Memberships in the Trust, or to act to reduce the use rights associated with the Memberships in the Trust, as applicable, in accordance with the Trust Agreement in the event that any portion of the Trust Property is withdrawn from the Trust pursuant to the Trust Agreement.

(dd) To direct the Trustee in voting on behalf of the Trust at meetings of Site Associations as the owner of the Trust Property in accordance with the Trust Agreement.

(ee) To direct the Trustee in dealing with the Trust Property or Trust Association Property in accordance with the Trust Agreement and the Bylaws, including directing the Trustee to convey, hypothecate, mortgage, assign, lease, or otherwise transfer or encumber in any fashion any interests in or portion of the Trust Property or Trust Association Property upon a vote of the Members as required by applicable law, as such applicable law may be amended from time to time.

(ff) To indemnify the Trustee with respect to the Trustee's duties under the Trust Agreement or otherwise arising out of Trustee's exercise of its duties and obligations related to the Trust Property, or by action of the Trust Association as provided in Article XII of the Trust Agreement, including with respect to the Trust Association's maintenance, repair, and replacement of the Trust Property or Trust Association Property.

(gg) To contract, sue, or defend actions with respect to the exercise of its powers, including the power to institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Members concerning matters of common interest to the Members.

(hh) To designate and remove personnel necessary for the operation, maintenance, repair, and replacement of Trust Property and Trust Association Property.

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(ii) To enter into licensing agreements or similar contracts.

(jj) To remove Members and persons claiming use under any Member from the Trust Property for violations of the Trust Plan Documents, Exchange Company Documents or applicable law.

(kk) To deny use privileges of the Trust Property and Trust Association Property to any guest, lessee, invitee, or other person using such property in any manner inconsistent with the Trust Plan Documents, Exchange Company Documents or applicable law.

(ll) To borrow monies and allow security interests in Trust Property or Trust Association Property in order to take any such action permitted under applicable law or the Bylaws; provided, however, any such security interests shall be subordinated to the Trust Plan and shall not violate the one-to-one use-night to use-right requirement ratio.

(mm) To take any other action permitted under applicable law, which is not otherwise prohibited by the Trust Agreement.

ARTICLE IX. OFFICERS

The officers of the Trust Association shall consist of a President, a Vice President, a Secretary/Treasurer, and such other officers as the Board may from time to time deem appropriate. Only the President and Vice President need be members of the Board. The officers of the Trust Association shall be elected by the Board at each annual meeting of the Board, and shall hold office at the pleasure of the Board. Any officer may be removed at any meeting of the Board by the affirmative vote of a majority of the members of the Board, with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

ARTICLE X. BYLAWS

The Bylaws of the Trust Association are to be made or approved by the initial Board and thereafter may be amended, altered, modified or rescinded as set forth in the Bylaws and as permitted by law.

ARTICLE XI. AMENDMENTS TO THE ARTICLES OF INCORPORATION

Section 1. Amendments to these Articles shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) Until the first election of a majority of directors by members other than Developer, proposal of an amendment and approval thereof shall require the affirmative action of a majority of the entire membership of the Board, and no meeting of the members of the Trust Association nor any approval thereof is required, unless such meeting or approval is required by the Trust Agreement or Florida law.

(c) After the first election of a majority of directors by members other than Developer, a resolution approving a proposed amendment may be proposed by either the Board or by the members of the Trust Association, and after being proposed and approved by one of such bodies, requires the

approval of the other body. Except as otherwise provided herein, such approvals must be by not less than a majority of all the directors and by not less than a majority vote of all of the voting interests of the Trust Association. Any number of amendments may be submitted to the members of the Trust Association and voted upon by them at one meeting.

(d) An amendment when adopted shall be effective when filed with the Secretary of State of the State of Florida.

(e) Notwithstanding the provisions of this Article XI, these Articles may be amended by Developer (without the consent or approval of the Board or Trust Association members) as may be required by any governmental entity; as may be necessary to conform these Articles to any governmental statutes; as may be in the best interests of the Trust Association; or as Developer may deem appropriate, in its sole discretion, to carry out the purposes of or to expand or enhance the Trust Plan.

Section 2. Notwithstanding anything herein to the contrary, no amendment shall adversely affect the priority of the liens of the Mortgagee of record that holds the largest principal amount of Member purchase money financing debt or the such Mortgagee's rights to foreclose the Mortgagee's liens or that otherwise materially affect the rights and interests of the Mortgagee without first obtaining the consent of such Mortgagee. No amendment shall be made that is in conflict with Section 689.071, *Florida Statutes*, or the Trust Agreement. No amendment that affects the rights and privileges provided to Developer in the Trust Plan Documents shall be effective without the written consent of Developer.

ARTICLE XII. ADDITIONAL PROVISIONS

Section 1. No officer, director or member shall be personally liable for any debt or other obligation of the Trust Association, except as provided in the Trust Agreement or the Bylaws.

Section 2. The Trust Association shall not be operated for profit. This corporation is organized under a non-stock basis, no dividend shall be paid, and no part of the income of the Trust Association shall be distributed to its members, directors or officers. The Trust Association may pay compensation in a reasonable amount to its members, directors or officers for services rendered, and may confer benefits upon its members as permitted by law. No such payment, benefit or distribution or distribution of insurance proceeds or condemnation awards as set forth in the Bylaws shall be deemed to be a dividend or distribution of income.

Section 3. Any assessments or fees collected by the Trust Association, or by any managing entity acting on behalf of the Trust Association, are held for the benefit of the members of the Trust Association and shall not be considered income of the Trust Association.

Section 4. Where the context of these Articles permits, the use of plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

Section 5. Should any paragraph, sentence, phrase or portion thereof, of any provision of these Articles or of the Bylaws or rules and regulations promulgated thereunder be held invalid or held inapplicable to certain circumstances, it shall not affect the validity of the remaining parts thereof or of the remaining instruments or the application of such provisions to different circumstances.

Section 6. To the extent permitted by applicable law, the Trust Association shall indemnify every director and every officer of the Trust Association, together with his/her heirs, executors and administrators, against all claims, demands, liabilities, obligations, loss, cost and expense, including attorneys' fees, reasonably incurred by or imposed upon him/her in connection with any action, suit or

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proceeding to which he/she may be made a party or in which he/she may become involved by reason of his/her being or having been a director or officer of the Trust Association, except as to matters wherein the director or officer shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct in the performance of his/her duties. The foregoing indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIII. REGISTERED AGENT

The name and address of the registered agent for the service of process upon the Trust Association is:

Bill Waichulis
275 Estero Boulevard
Fort Myers Beach, Florida 33931

The above address is also the address of the registered office of the Trust Association.

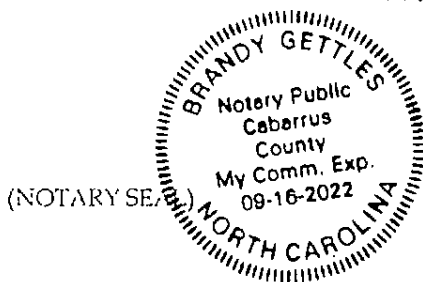
IN WITNESS WHEREOF, the subscribing Incorporator has caused these Articles of Incorporation to be executed this 31st day of January, 2018.

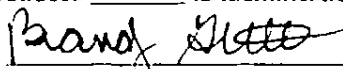


Kevin M. Hyland, Incorporator

STATE OF North Carolina)
) SS.
COUNTY OF Mecklenburg)

The foregoing instrument was acknowledged before me this 31 day of January, 2018, by Kevin M. Hyland, as Incorporator of Pink Shell Resort Club Association, Inc. Such persons did not take an oath and (notary must check applicable box) ☒ is/are personally known to me; ☐ produced a current Florida driver's license as identification; or ☐ produced _____ as identification.



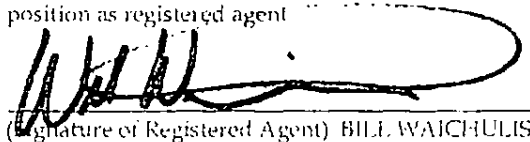


Notary Public
Print Name Brandy Gettles
Commission No. _____

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ACCEPTANCE BY AGENT

Having been designated as registered agent to accept service of process for Pink Shell Resort Club Association, Inc. within the State of Florida, 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 obligation of my position as registered agent.



(Signature of Registered Agent) BILL WAICHULIS

1/31/18

(Date)

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