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MAR 13 2009

EXAMINER

MARIO G. DE MENDOZA, III, P.A.

ATTORNEY AT LAW

12765 FOREST HILL BOULEVARD

SUITE 1302

WELLINGTON, FLORIDA 33414

TELEPHONE: (561) 659-1111

TELEFAX: (561) 784-2933

E-MAIL: office@pblaw.us

March 11, 2009

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Eldorado Stable, LLC
Our File No. 5527.2

406-20579

Dear sir or madam:

The enclosed Certificate of Conversion, Articles of Incorporation, and fees are submitted to convert an "Other Business Entity" into a "Florida Profit Corporation" in accordance with section 607.1115, F.S.

Please return all correspondence concerning this matter to the undersigned. If any further information is required, please call me at the number listed above.

Enclosed is a check for \$113.75 representing the filing fees and the fee for a certified copy.

Sincerely,



Mario G. de Mendoza, III

MGMIII:hr
cc: Eldorado Stable, Inc.
Enclosures

CERTIFICATE OF CONVERSION
FOR
"OTHER BUSINESS ENTITY"
INTO
FLORIDA PROFIT CORPORATION

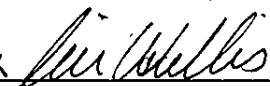
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This Certificate of Conversion and attached Articles of Incorporation are submitted to convert the following "Other Business Entity" into a Florida Profit Corporation in accordance with section 607.1115, Florida Statutes.

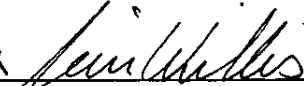
1. The name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is Eldorado Stable, LLC.
2. The "Other Business Entity" is a Florida limited liability company first organized, formed or incorporated under the laws of Florida on February 24, 2006.
3. The jurisdiction of the "Other Business Entity" has never been changed.
4. The name of the Florida Profit Corporation as set forth in the attached Articles of Incorporation is Eldorado Stable, Inc.
5. The effective date of conversion shall be the date of filing of this Certificate.

Signed this 11 day of March, 2009.

Eldorado Stable, LLC

By: X 
Marina I. Willis f/k/a Marina I. Dorhout-Mees,
Managing Member

Eldorado Stable, Inc.

By: X 
Marina I. Willis, President

ARTICLES OF INCORPORATION
OF
ELDORADO STABLE, INC.

Article I - Name

The name of this corporation is ELDORADO STABLE, INC.

Article II - Duration

The term for which this corporation shall exist shall be perpetual and its existence shall begin on the date of execution and acknowledgment of these articles.

Article III - Purpose

This corporation is organized for the purpose of transacting any or all lawful business.

Article IV - Capital Stock

This corporation is authorized to issue 10,000 shares of One Dollar (\$1.00) par value non-assessable stock.

Article V - Amendments

This corporation reserves the right to amend or repeal any provisions contained in these articles of incorporation, or any amendment hereto, and any right conferred upon the shareholders is subject to this reservation.

Article VI - Principal Address

The street address of the principal place of business of this corporation is: 3955 Hanover Circle, Loxahatchee, Florida 33470.

Article VII - Mailing Address & Registered Agent

The mailing and registered office address of this corporation is: 12765 Forest Hill Boulevard, Suite 1302, Wellington, Florida 33414. The name of the initial registered agent of this corporation at that address is Mario G. de Mendoza, III, P.A.

Article VIII - Initial Board of Directors

The corporation shall have one (1) director initially. The number of directors may be either increased or diminished from time to time by the By-Laws but never be less than one (1). The name of the initial director of this corporation is:

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TALLAHASSEE, FLORIDA

Marina I. Willis
3955 Hanover Circle
Loxahatchee, FL 33470

Article IX - Incorporator

The name and address of the person signing these Articles of Incorporation is:

Marina I. Willis
3955 Hanover Circle
Loxahatchee, FL 33470

Article X - Powers

This corporation shall have all of the corporate powers enumerated in the Florida General Corporation Act.

Article XI - Meetings by Conference Telephone

Members of the Board of Directors may participate in meetings of the Board of Directors by means of conference telephone as provided by law.

Article XII - Action by Directors without a Meeting

The directors of this corporation may take action by written consent, as provided by law.


Article XIII - Shareholders' Meeting

Except as may be otherwise in the By-Laws, any annual or other meeting of the shareholders may be held within or without the State and any shareholder may waive notice of any meeting either before or after the meeting.

Article XIV - Indemnification

The corporation shall indemnify any officer or director, or any former officer or director, to the full extent permitted by law.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 11th day of March, 2009.


Marina I. Willis, Subscriber

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TALLAHASSEE, FLORIDA

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM SERVICE MAY BE SERVED

IN COMPLIANCE WITH SECTION 607.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST THAT: ELDORADO STABLE, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at Town of Loxahatchee, State of Florida, has named Mario G. de Mendoza, III, P.A., located at 12765 Forest Hill Blvd., Suite 1302, Wellington, Florida 33414, as its agent to accept service of process within Florida.

ELDORADO STABLE, INC.

SIGNATURE: _____

Marina I. Willis

TITLE: President

DATE: March 11, 2009

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TALLAHASSEE, FLORIDA

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

MARIO G. de MENDOZA, III, P.A.,
a Florida corporation

SIGNATURE: _____

Mario G. de Mendoza, III, President

DATE: March 11, 2009

MGMIII:dw
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TALLAHASSEE, FLORIDA

REGISTERED AGENT AGREEMENT
FOR ELDORADO STABLE, INC.

This Agreement is made between MARIO G. de MENDOZA, III, P.A., and ELDORADO STABLE, INC., a Florida corporation (the "CORPORATION"), through and by their duly authorized agents.

WHEREAS, §607.0505 of the Florida General Corporation Act requires that a Registered Agent be present and available within the State of Florida to facilitate the service of process upon Florida corporations and corporations organized under the laws of the United States, any U.S. territory or possession or any state in the U.S. other than Florida ("domestic corporations") which are authorized to transact business in the State of Florida, which own or desire to acquire real property in the State of Florida and/or which own or desire to acquire a mortgage on real property located in the State of Florida; and

WHEREAS, the CORPORATION has requested that MARIO G. de MENDOZA, III, P.A. act as its Registered Agent in the capacity or capacities indicated below; and

WHEREAS, MARIO G. de MENDOZA, III, P.A., as a convenience to the corporation, is willing to act as Registered Agent for the CORPORATION in the capacity or capacities indicated below, only upon express agreement as to the duties and liabilities undertaken by MARIO G. de MENDOZA, III, P.A. in so acting,

NOW, THEREFORE, in consideration of the above stated premises and payment as called for hereinbelow, the undersigned hereby agrees as follows:

1. MARIO G. de MENDOZA, III, P.A. shall act as Registered Agent for the CORPORATION which is a corporation organized under the laws of the State of Florida.

2. While acting as Registered Agent for the CORPORATION, MARIO G. de MENDOZA, III, P.A. will permit its office at 12765 Forest Hill Boulevard, Suite 1302, Wellington, Florida 33414, to be listed as the Registered Office for the CORPORATION pursuant to the requirements of the applicable Florida Statute. In acting as Registered Agent for the CORPORATION, MARIO G. de MENDOZA, III, P.A.'s sole duty and obligation shall be to make a good faith effort to give written notice to the CORPORATION of receipt of service of process. Such notice shall be by first-class mail or domestic or international air mail, to the last address shown in MARIO G. de MENDOZA, III, P.A.'s records. MARIO G. de MENDOZA, III, P.A. shall also attempt to contact the CORPORATION's Chief Executive Officer by telephone at the number shown in MARIO G. de MENDOZA, III, P.A.'s records, for further instructions pertaining to the service of process. It is expressly understood and agreed to by the CORPORATION that MARIO G. de MENDOZA, III, P.A. is not hereby retained as counsel for any matter and that MARIO G. de MENDOZA, III, P.A. will not, under any circumstances, undertake representation of the

CORPORATION in regard to any matter for which MARIO G. de MENDOZA, III, P.A. receives service of process as the Registered Agent of the CORPORATION, without prior consultation with the CORPORATION and without the CORPORATION's determination at that time, to employ MARIO G. de MENDOZA, III, P.A. as its attorneys and MARIO G. de MENDOZA, III, P.A.'s determination, at that time, to represent the CORPORATION in such matter. It is further understood and agreed that MARIO G. de MENDOZA, III, P.A. will have no duty whatsoever to undertake any action and, more specifically, no duty to prevent a Default Judgment from being entered against the CORPORATION, without express directions from the CORPORATION and employment of MARIO G. de MENDOZA, III, P.A. as its attorneys by the CORPORATION concerning said service of process. The CORPORATION recognizes that a Default Judgment may be entered against it after twenty (20) days from the date of service of process for an action filed in Circuit Court, or after five (5) days from the date of service of process for an action filed in County Court pursuant to Chapter 51 (Summary Procedure) of the Florida Statutes.

3. MARIO G. de MENDOZA, III, P.A., as Registered Agent for the CORPORATION, is hereby given express authority to release any and all information which MARIO G. de MENDOZA, III, P.A. may have as specified under Florida Statutes §607.1601 to §607.1604 and §607.1620 and/or §607.0505(2), and as amended and renumbered from time to time, to anyone who, in MARIO G. de MENDOZA, III, P.A.'s sole opinion and notwithstanding instructions to the contrary from the CORPORATION, meets the requirements of those Sections of the Florida Statutes: provided, however, that MARIO G. de MENDOZA, III, P.A. will make a good faith effort to contact the CORPORATION's Chief Executive Officer at his last known telephone number to inform him of said request for information before releasing any such information. Pursuant to Florida Statutes, §607.1601 to §607.1604 and §607.1620, where applicable, it will be the duty of the CORPORATION to supply MARIO G. de MENDOZA, III, P.A. with copies of its Balance Sheet and Profit and Loss Statement for each fiscal year of operation. Further, it will be the duty of the CORPORATION to provide MARIO G. de MENDOZA, III, P.A. with such testimony or records as are required pursuant to Florida Statutes, §607.0505(2), in the event a subpoena issued by the Department of Legal Affairs is served upon MARIO G. de MENDOZA, III, P.A., as Registered Agent for the CORPORATION. The CORPORATION hereby expressly acknowledges that its failure to comply with the foregoing may result in the imposition of sanctions and penalties as detailed in Florida Statutes, §607.0505. Pursuant to Florida Statutes, § 607.0505(4), the CORPORATION expressly waives any privilege that might otherwise attach to communications with respect to the information required to be produced pursuant to Florida Statutes §607.0505(2).

4. Notwithstanding the ability or failure of MARIO G. de MENDOZA, III, P.A. to: (a) give notice of service of process and/or to contact the CORPORATION's Chief Executive Officer concerning said service of process or (b) to contact the CORPORATION concerning the disclosures requested under Florida Statutes §607.1601 to §607.1604 and §607.1620 and/or §607.0505(2), as amended and renumbered from time to time, the CORPORATION hereby expressly agrees to release, hold harmless and indemnify MARIO G. de MENDOZA, III, P.A. from and against any and all claims, liabilities, damages, costs,

penalties, losses, actions, suits or proceedings at law or equity, or any other expenses, fees or charges of any character or nature, including but not limited to attorney's fees and costs of litigation (both at trial and all appellate levels): (a) by reason of MARIO G. de MENDOZA, III, P.A. acting as Registered Agent for the CORPORATION, so long as MARIO G. de MENDOZA, III, P.A. makes a good faith effort to give notice of the service of process to the CORPORATION and to contact the CORPORATION's Chief Executive Officer and (b) for making any disclosure or for refusing to make any such disclosure, where such action was taken in good faith. Legal fees need not be paid to another, but may become due and payable for legal services rendered by MARIO G. de MENDOZA, III, P.A. to MARIO G. de MENDOZA, III, P.A. in acting as the CORPORATION's Registered Agent and/or in determining whether disclosure to a particular person is appropriate. Such payments as are due under this Paragraph shall be promptly paid by the CORPORATION as billed by MARIO G. de MENDOZA, III, P.A. from time to time, and no final adjudication shall be required before payment shall be due and payable hereunder. The CORPORATION hereby grants to MARIO G. de MENDOZA, III, P.A. a retaining lien on all documents or other property of the CORPORATION in MARIO G. de MENDOZA, III, P.A.'s possession, as security for the payments due under this Paragraph.

5. The CORPORATION will at all times keep MARIO G. de MENDOZA, III, P.A. informed of the address to which service of process should be forwarded, the location and telephone number where the CORPORATION's Chief Executive Officer may be reached and any changes thereof. Upon failure to comply with the foregoing, MARIO G. de MENDOZA, III, P.A. may, in its sole discretion, resign as Registered Agent for the CORPORATION. The CORPORATION further agrees that in the event of its: (a) failure to pay a bill rendered to the CORPORATION by MARIO G. de MENDOZA, III, P.A. within sixty (60) days of its date of return of the bill by the U.S. Postal Service indicating that the whereabouts of the addressee is unknown; (b) failure to file Annual Reports with the Department of State as required by the applicable Florida Statutes; and/or (c) failure to supply MARIO G. de MENDOZA, III, P.A. with copies of its Balance Sheet and Profit and Loss Statement for each fiscal year of operation, where applicable, and/or such testimony or records as may be required pursuant to Florida Statutes, §607.0505(2), MARIO G. de MENDOZA, III, P.A., in its sole discretion, may resign as Registered Agent for the CORPORATION.

Notwithstanding MARIO G. de MENDOZA, III, P.A.'s resignation as Registered Agent, the CORPORATION's various agreements contained herein to release, hold harmless and to indemnify MARIO G. de MENDOZA, III, P.A. shall survive said resignation.

6. Either party may terminate this Agreement by written notification mailed by first-class mail or domestic or international air mail, to the other party at the following addresses, as they may be amended from time to time:

For notification to MARIO G. de MENDOZA, III, P.A.:

12765 Forest Hill Boulevard, Suite 1302
Wellington, Florida 33414

For notification to the CORPORATION:

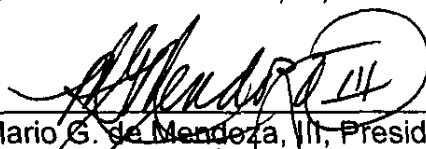
ELDORADO STABLE, INC.
c/o Marina I. Willis, President
3955 Hanover Circle
Loxahatchee, FL 33470

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TALLAHASSEE, FL

7. The fee due to MARIO G. de MENDOZA, III, P.A. from the CORPORATION for serving as the CORPORATION's Registered Agent from the date of this Agreement until December 31, 2009, (the "Anniversary Date") shall be FIFTY AND NO/100 DOLLARS (\$50.00) (U.S.). A fee shall be due annually thereafter, which fee may change from time to time on the Anniversary Date. Fees shall be earned upon payment and are nonrefundable. This Agreement shall automatically be renewed for each successive year, unless terminated in accordance with the provisions of Paragraph 6 of this Agreement. The fees collected hereunder entitle the CORPORATION to up to one (1) hour of time expended by MARIO G. de MENDOZA, III, P.A. in acting as the CORPORATION's Registered Agent from January 1st to December 31st of any given year. Any time expended in excess of one (1) hour shall be billed to the CORPORATION at the rate equal to the then in effect regular hourly rate of the representative of MARIO G. de MENDOZA, III, P.A. performing the service for the CORPORATION. Legal services rendered by MARIO G. de MENDOZA, III, P.A. to MARIO G. de MENDOZA, III, P.A. in acting as the CORPORATION's Registered Agent will be in addition to the above described fees and will be billed at the then regular hourly rate of the attorney or paralegal rendering such services. Costs, such as mailing, photocopying, filing fees and long distance telephone expenses, will be in addition to the above described fees.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the dates set forth immediately hereinbelow.

MARIO G. de MENDOZA, III, P.A.

By: 
Mario G. de Mendoza, III, President

Dated: 3/11/09

ELDORADO STABLE, INC.

By: 
Marina I. Willis, President

Dated: 3/11/09