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FLORIDA DIVISION OF CORPORATIONS

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CONTACT: ASTRID BUTTARI

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NAME: LUGO ADMINISTRATIVE SERVICES, INC.

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12-9-97

SECRETARY OF STATE
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97 DEC 10 AM 8:48

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9/12-10-97

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ARTICLES OF INCORPORATION
OF
LUGO ADMINISTRATIVE SERVICES, INC.

FILED
97 DEC 10 AM 8:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, for the purpose of forming a corporation for profit under the laws of Florida, hereby adopts the following Articles of Incorporation:

EFFECTIVE DATE

Article I

12-9-97

Name and Principal Place of Business

The name of the corporation is LUGO ADMINISTRATIVE SERVICES, INC.

The corporation's initial principal place of business shall be 2170 S.E. 17 Street, Suite 202, Fort Lauderdale, Florida 33316.

Article II

Duration and Existence

This corporation shall exist perpetually. The existence of the corporation shall commence on the date of execution of these articles, if filed with the Florida Secretary of State within 5 days thereafter.

THIS DOCUMENT PREPARED BY:

Richard J. Bischoff, Esq.
Gunster Yoakley Valdes-Fauli & Stewart, P.A.
2 South Biscayne Boulevard, Suite 3400
Miami, Florida 33131
Tel: (305) 376-6000

Florida Bar No. 140232

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Article III

Nature of Business

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

Such business shall include, but not be limited to providing administrative services for domestic and foreign clients.

Article IV

Mailing Address

The initial mailing address of the corporation is c/o Gunster, Yoakley, Valdes-Fauli & Stewart, P.A., Suite 3400 -One Biscayne Tower, 2 South Biscayne Boulevard, Suite 3400, Miami, Florida 33131-1897, Attention: Richard J. Bischoff, Esq.

Article V

Capital Stock

(a) Authorized Capital. The maximum number of shares of stock which this corporation is authorized to have outstanding at any one time is ten thousand (10,000) shares of common stock each having \$.01 par value.

(b) Preemptive Rights. Shareholders shall have no preemptive rights.

(c) Cumulative Voting. Cumulative voting shall not be permitted.

Article VI

Initial Registered Office and Agent

The street address of the initial registered office of this corporation is Suite 3400 - One Biscayne Tower, 2 South Biscayne Boulevard, Miami, Florida 33131-1897, and the name of the initial registered agent of this corporation at that address is Valdes-Fauli Corporate Services, Inc.

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Article VIIDirectors

(a) Number. This corporation shall at all times have a minimum of one (1) director. The number of directors may be increased or diminished from time to time by the bylaws, but shall never be less than one.

(b) Initial Directors. The names and street addresses of the members of the first board of directors of the corporation are:

NameStreet Address

Patricia Lugo

2170 S.E. 17 Street, Suite 202
Fort Lauderdale, Florida 33316

(c) Compensation. The board of directors is hereby specifically authorized to make provisions for reasonable compensation to its members for their services as directors, and to fix the basis and conditions upon which such compensation shall be paid. Any director of the corporation may also serve the corporation in any other capacity and receive compensation therefor in any form.

Article VIIIIndemnification

(a) Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative, legislative or investigative (hereinafter a "Proceeding"), by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "Indemnatee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, whether involving any actual or alleged breach of duty, neglect or error, any accountability, or any actual or alleged misstatement, misleading statement or other act or omission, shall be and is hereby indemnified and held harmless by the Corporation to the fullest extent provided, authorized, allowed, or not prohibited by the Florida Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all claims, judgments, expenses, costs,

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costs, liabilities and losses including, without limitation, attorneys' fees, judgments, fines, ERISA excise taxes, penalties and amounts paid in settlement, reasonably incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the Indemnitee's heirs, executors and administrators; provided, however, that, except as provided in Section 3 hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall and does hereby indemnify any such Indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the Corporation.

(b) Right to Advancement of Expenses. The right to indemnification conferred in Section (a) of this Article VIII shall include the right to be paid, repaid or advanced by the corporation the expenses incurred in defending any proceeding for which such right to indemnification is, may be or may become, applicable in advance of its final disposition (hereinafter an "Advancement of Expenses"); provided, however, that, if the Florida Business Corporation Act requires, an Advancement of Expenses incurred by an Indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such Indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "Undertaking"), by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "Final Adjudication") that such Indemnitee is not entitled to be indemnified for such expenses under this Article VIII, by law, contract or otherwise.

(c) Right of Indemnitee to Bring Suit. The rights to indemnification and to the Advancement of Expenses conferred in Sections (a) and (b) of this Article VIII shall be deemed to constitute contract rights. If a claim under Sections (a) and (b) of this Article VIII is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation, except in the case of a claim for an Advancement of Expenses, in which case the applicable period shall be twenty days, the Indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an Advancement of Expenses pursuant to the terms of an Undertaking, the Indemnitee shall be entitled to be paid also the expense and cost (including attorneys' fees) of prosecuting or defending such suit. In: (i) any suit brought by the Indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the Indemnitee to enforce a right to an advancement of expenses) it shall be a defense that; and (ii) any suit by the Corporation to recover an Advancement of Expenses pursuant to the terms of an Undertaking; the Corporation shall be entitled to recover its expenses and costs (including attorneys' fees) upon a Final Adjudication that the Indemnitee has not met any applicable standard for indemnification set forth in the Florida Business Corporation Act. Neither the failure of the Corporation (including its board of directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in the circumstances

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because the Indemnatee has met the applicable standard of conduct set forth in the Florida Business Corporation Act, nor an actual determination by the Corporation (including its board of directors, independent legal counsel, or its stockholders) that the Indemnatee has not met such applicable standard of conduct, shall create a presumption that the Indemnatee has not met the applicable standard of conduct or, in the case of such a suit brought by the Indemnatee, be a defense to such suit. In any suit brought by the Indemnatee to enforce a right to indemnification or to an Advancement of Expenses hereunder, or by the Corporation to recover an Advancement of Expenses pursuant to the terms of an undertaking, the burden of proving that the Indemnatee is not entitled to be indemnified, or to such Advancement of Expenses, whether under this Article VIII, by statute, law, contract or otherwise, shall be on the Corporation.

(d) Non-Exclusivity of Rights. The rights to indemnification and to the reimbursement or Advancement of Expenses conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute or law, the Corporation's articles of incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

(e) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any expense, cost, claim, judgment, penalty, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, cost, claim, judgment, penalty, liability or loss under the Florida Business Corporation Act or otherwise.

(f) Applicable Law. Any person entitled to be indemnified or to the reimbursement or Advancement of Expenses as a matter of right pursuant to this Article VIII may elect to have the right to indemnification (or Advancement of Expenses) interpreted on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the action or proceeding, to the extent provided or authorized by law, or on the basis of the applicable law in effect at the time indemnification is sought.

(g) Contract Rights. The rights to indemnification and to the reimbursement or Advancement of Expenses conferred in this Article VIII shall: (i) be deemed to constitute contract rights pursuant to which the person entitled thereto may bring suit as if the provisions hereof were set forth in a separate written contract between the Corporation and the director, officer, employee or agent (notwithstanding the existence or non-existence of any separate written contract); (ii) be intended to be, and shall be, retroactive and shall be available with respect to events occurring prior to the adoption hereof; (iii) continue to exist after the rescission or restrictive modification or amendment hereof with respect to events occurring prior thereto; and (iv) continue after any termination of position or employment, whether or not for cause, as to all claims made with respect to the period during which the claimant was a director, officer, agent or employee.

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(h) Further Implementation. If this Article VIII or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director, officer, employee and agent of the Corporation as to all expenses (including attorneys' fees), judgments, fines, penalties, liabilities, claims and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, legislative, investigative or administrative, including, without limitation, any grand jury proceeding and any action, suit or proceeding by or in the right of the Corporation, to the fullest extent permitted, allowed, authorized or not prohibited by any applicable portion of this Article that shall not have been invalidated by the laws of the State of Florida or by any other applicable law or contract.

Article IX

Bylaws

The initial bylaws of this corporation shall be adopted by the directors. Bylaws shall be adopted, altered, amended or repealed from time to time by either the shareholders or the board of directors, but the board of directors shall not alter, amend or repeal any bylaw adopted by the shareholders if the shareholders specifically provide that such bylaw is not subject to amendment or repeal by the directors.

Article X

Incorporator

The name and street address of the incorporator of this corporation are:

Richard J. Bischoff
c/o Gunster, Yoakley, Valdes-Fauli & Stewart, P.A.
Suite 3400 - One Biscayne Tower
2 South Biscayne Boulevard
Miami, Florida 33131-1897

Article XI

Amendment

This corporation reserves the right to amend or repeal any provision contained in these Articles of Incorporation, and any right conferred upon the shareholders is subject to this reservation.

-12/09/97 TUE 16:56 FAX 305 376 6010

GYV-F&S, P.A.

008

FAX AUDIT NO.: H97000020276

IN WITNESS WHEREOF, the Incorporator has executed these Articles on December 9, 1997.



RICHARD J. BISCHOFF, Incorporator

FAX AUDIT NO.:

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

FILED
97 DEC 10 AM 8:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with Section 48.091, Florida Statutes, the following is submitted:

LUGO ADMINISTRATIVE SERVICES, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at the City of Miami, State of Florida, has named Valdes-Fauli Corporate Services, Inc., located at Suite 3400 - One Biscayne Tower, Two South Biscayne Boulevard, Miami, Florida 33131-1897, as its agent to accept service of process within Florida.



RICHARD J. BISCHOFF, Incorporator

Dated: December 9, 1997

EFFECTIVE DATE
12-9-97

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.

VALDES-FAULI CORPORATE SERVICES, INC.

By: 

Richard J. Bischoff, Vice President

Dated: December 9, 1997

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