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9-17-2025

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES
-O-
CHARLOTTE AMALIE, ST. THOMAS, VI 00802

LLC-0227-2005

OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF EXISTENCE

To Whom These Presents Shall Come:

I, VARGRAVE A. RICHARDS, Lieutenant Governor of the Virgin Islands, do hereby certify:

That SUSANNABERG, LLC filed Articles of Organization with the Office of the Lieutenant Governor on February 15, 2005 and the Company is duly organized under the laws of the United States Virgin Islands;

That the duration of this Limited Liability Company is perpetual;

That the company has paid all applicable fees to date; and

That Articles of Termination have not been filed by the company.

In Witness Whereof, I have hereunto set my hand and affix the seal of the Government of the United States Virgin Islands, at Charlotte Amalie, this 14th day of March, A.D., 2005.



Vargrave Richards
VARGRAVE A. RICHARDS
Lieutenant Governor of the Virgin Islands

RECEIVED
LT. GOV. OFFICE
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ARTICLES OF ORGANIZATION

CORPORATIONS

OF
SUSANNABERG, LLC
A UNITED STATES VIRGIN ISLANDS
LIMITED LIABILITY COMPANY

ARTICLE I

NAME

The name of this Limited Liability Company is **SUSANNABERG, LLC**, referred to in these Articles of Organization as the "Company."

ARTICLE II
REGISTERED OFFICE AND AGENT

The registered office of the company is located at 2307 Commandant Gade, St. Thomas, U.S. Virgin Islands, with mailing address of P.O. Box 11307, St. Thomas, U.S. Virgin Islands 00801.

The registered agent for service of process is Marshall A. Bell & Associates, P.C., Marshall A. Bell, Esq., P.O. Box 1686, St. Thomas, U.S. Virgin Islands 00804, physically located at 15B Norre Gade, St. Thomas, U.S. Virgin Islands.

ARTICLE III
DURATION

Unless dissolved earlier, the Company will have perpetual existence.

ARTICLE IV

ORGANIZER

The organizer of the Company is **Nancy E. Bell**, a natural person who is at least 18 years old and whose address is 15B Norre Gade, St. Thomas, U.S. Virgin Islands, with mailing address of P.O. Box 6201, St. Thomas, U.S. Virgin Islands 00804.

ARTICLE V

PURPOSE AND POWERS

This Limited Liability Company is organized with general business purposes, has all powers provided by law and may use those powers to any lawful purpose, and specifically is organized to do the following:

- (a) To acquire by purchase, lease or otherwise, and to improve and develop real property. To erect dwellings, apartment houses, condominiums, guest houses, villas and other buildings, private or public, of all kinds, and to sell or rent the same. To lay out, grade, pave and dedicate historic sites, roads, streets, avenues, highways, alleys, courts, paths, walks, parks, playgrounds and theme parks. To buy, sell, mortgage, exchange, lease, let, hold for investment or otherwise use and operate real estate of all kinds, improved or unimproved, and any right or interest therein.
- (b) As principal, agent or broker, and on commission or otherwise, to buy, sell, exchange, lease, let, grant or take licenses in respect of, improve, develop, repair, manage, maintain and operate real property of every kind, corporeal and incorporeal, and every kind of estate, right or interest therein or pertaining thereto; to construct, improve, repair, raze and wreck buildings, structures and works of all kinds for itself or for others; to buy, sell and deal in building materials and supplies; to advance loans secured by mortgages or other liens on real estate; to act as loan broker; and generally to do everything suitable, proper and conducive to the successful conduct of a real estate business in all its branches and departments.
- (c) To enter into contracts and to act as consultant to private businesses, associations or governments in matters pertaining to business transactions in the sale,

development or management of real property, including but not limited to, acquisition, development, finance and syndication for commercial, residential and restaurant properties.

(d) To purchase, receive, lease or otherwise acquire and own, hold, improve, use and otherwise deal with real or personal property, or any legal or equitable interest in property, wherever located; to manage, operate, lease, rebuild, enlarge, alter or improve any building or other structure now or hereafter erected and to encumber or dispose of any lands or interest in lands and any buildings or other structures and any stores, shops, suites,, rooms or part of any building or other structure as may be deemed appropriate to the business of the company.

(e) To sell, convey, mortgage, grant a security interest in, lease, exchange and otherwise encumber or dispose of all or any part of its property.

(f) To purchase, receive, subscribe for or otherwise acquire, own, hold, vote, sue, sell, mortgage, lend, grant a security interest in, or otherwise dispose of and deal in and with shares or other interests in or obligations of any other entity.

(g) To make contracts and guarantees, incur liabilities, borrow money, issue notes, bonds and other obligations which may be convertible into or include the option to purchase other securities of the Limited Liability Company and secure any of its obligations by a mortgage on or a security interest in any of its property, franchises or income.

(h) To lend money, invest and reinvest its funds, and receive and hold real and personal property as security for repayments.

(i) To be a promoter, partner, member, associate or manager of any partnership, joint venture, trust or other entity.

(j) To conduct business, locate offices and exercise the powers granted by Title 13, Chapter 15 of the Virgin Islands Code within or without the United States Virgin Islands.

(k) To elect managers and appoint officers, employees and agents of the Limited Liability Company, define their duties, fix their compensation and lend them money and credit.

(l) To engage in any lawful act or activity and exercise all of the rights and powers conferred on Limited Liability Companies by general law and the laws of the United States Virgin Islands.

(m) To do business under fictitious names, to act as agent or principal; to become a member of joint ventures, associations, general and limited partnerships, trusts and any other form of business organization, by purchase, investments, affiliation or otherwise.

(n) To export from and import into the United States of America and its territories and possessions, and any and all foreign countries, as principal or agent, merchandise of every kind and nature, and to purchase, sell and deal in and with, at wholesale and retail, merchandise of every kind and nature for exportation from, and importation into, the United States, and to and from all countries, foreign thereto, and for exportation from and importation into any foreign country, to and from any other country foreign thereto, and to purchase and sell domestic and foreign merchandise in domestic markets and domestic and foreign merchandise in foreign markets, and to do a general foreign and domestic exporting and importing business.

ARTICLE VI

MANAGEMENT BY MANAGER

Section 6.01: Designation of Manager

(a) Single Manager. The Company will be managed by its Member, **Hubert Rawlins**, a natural person who is at least 18 years old, who will serve until either removal by the Members or resignation.

(b) Removal. The Members may remove the manager in the event of misconduct involving the operation or management of the Company which constitutes a felony conviction. This provision does not alter or waive any duty that the Manager may have to the Company concerning the manager's exercise of management authority...

(c) Resignation. The Manager may resign by providing written notice to all Members, using the means of notice stated in the Company's Operating Agreement for giving notice to Members. If the Operating Agreement does not specify a means of giving notice, the Manager must give notice by means sufficient under United States Virgin Islands law. The resignation shall take effect thirty (30) days after the date the Manager gives notice to all Members, or at a later date stated in the notice of resignation. If the Company's Operating Agreement prohibits the Manager from resigning, the Manager's resignation is nonetheless effective, but the Manager will be liable to the Company for breach of the Operating Agreement.

(d) Interim Management. Once the resignation of the Manager is effective or the Members remove the Manager, the Company will be managed by an interim Manager chosen

with the consent of the Members holding fifty-one percent (51%) of the voting power of all membership interests, until the Members choose a replacement Manager as provided in Section 6.01(e).

(e) Replacement Manager. The Members shall elect a replacement Manager at a properly scheduled meeting of the Members. The vote of Members holding fifty-one percent (51%) of the voting power of all membership interests is necessary to elect a replacement Manager. In the case of the removal of a Manager under Section 6.01(b), the same meeting that votes removal may also elect a replacement Manager. The replacement Manager must be versed in general business experience and possess such other qualifications as may be deemed appropriate by a majority of the Members. Once elected, the replacement manager will have all of the powers and duties of the initial Manager.

Section 6.02: Authority of the Manager

(a) Manager's Operational Authority. Except as stated in Section 6.02(b), the Manager has sole authority to manage the Company and is authorized to make any contracts, enter into any transactions, and make and obtain any commitments on behalf of the Company and to conduct or further the Company's business. This provision does not alter or waive any duty that the Manager may have to the Company concerning the Manager's exercise of management authority.

(b) Matters Reserved to the Members. The Manager has no authority to take any of the following actions, unless first authorized by Members holding fifty-one percent (51%) of the voting power of the membership interests, with the authorization given either by vote at a properly called meeting of the Members or by written consent:

- (i) modify the Operating Agreement of the Company; or
- (ii) enter into any agreement for sale of substantially all of the assets of the Company.

Section 6.03: Non-Liability of Manager for Acts or Omissions in Official Capacity

The Manager is released from liability for damages and other monetary relief to the full extent permitted by the laws of the United States Virgin Islands. This release does protect a Manager who is also a Member from being required by a court to purchase the membership

interest of a Member who successfully contends that the Manager-Member has committed actionable oppressive acts. No amendment or repeal of this section affects any liability or alleged liability of the Manager for any acts, omissions or conduct that occurred prior to the amendment or repeal.

Section 6.04: No Authority of Members

Except as authorized by the Manager, no Member is an agent of the Company or has the authority to make any contracts, enter into any transactions or make any commitments on behalf of the Company.

ARTICLE VII

IDENTIFICATION OF MANAGER

The name and address of the Manager of the Company is:

Hubert Rawlins
P.O. Box 11307
St. Thomas, VI 00801

ARTICLE VIII

CONTRIBUTIONS

Section 8.01: Contributions Made

The minimum amount of capital is \$2,000.00. The Members in an aggregate have contributed to the Company in excess of \$2,000.00 in cash.

Section 8.02: Contributions Promised

Members have not promised to make any additional contributions.

ARTICLE IX

ADMISSION OF NEW MEMBERS

Section 9.01: New Members Who Acquire Their Membership Interests from the Company

- (a) **Admission by Manager.** The Manager may admit a new Member on whatever terms the Manager sees fit, provided that the current Members shall have preemptive rights as to the admission of such Member.
- (b) **Admission by Sole Remaining Member.** A sole remaining Member of the Company may admit a Member as provided in Section 10.02(b)(i).

Section 9.02: New Members Who Acquire Membership Interests from a Current Member

No Member may transfer the Member's complete membership interest, or any rights to participate in the management of the Company, without the written consent of a majority in interest of the other Members. If the Members give the required consent, the transferee is admitted to membership in the Company. If the Members do not give the required consent, the transferee does not become a Member and has no right to participate in the management of the Company.

ARTICLE X

DISSOLUTION

Section 10.01: Dissolution upon the Occurrence of Specified Events

The occurrence of any of the following events or conditions will cause the Company to dissolve automatically:

- (a) The purpose of the Company has been fulfilled as determined by the Members holding fifty-one percent (51%) of the voting power of all membership interests; or the purpose of the Company has been fulfilled.
- (b) A sale of substantially all of the assets of the Company.

Except for prior amendment to this section, no act by the Company or its Members can avoid that dissolution.

Section 10.02: Dissolution/Dissolution Avoidance Following the Dissociation of a Member

(a) Dissociation Defined. "Dissociation of a Member" or "dissociation" occurs when the Company has notice or knowledge of an event that has terminated a Member's continued membership in the Company.

(b) Means of Avoiding Dissolution Following Member Dissociation.

(i) to avoid dissolution under this Section 10.02(b), the Company must have at least one remaining Member. If a dissolution leaves the Company with only one remaining Member, that Member may admit an additional Member.

(ii) in addition to any means for avoiding dissolution provided by Title 13, Chapter 15, Virgin Islands Code, dissolution is avoided upon the dissociation of a Member if, within thirty (30) days of the dissociation, consent to avoid dissolution is obtained from a majority in interest of the remaining Members. The consent may be by vote, at a properly called Member meeting, or in writing.

ARTICLE XI
DISTRIBUTIONS

Section 11.01: Interim Distributions

The Company may make interim distributions of property to its Members as agreed by a vote of fifty-one percent (51%) of the Members.

Section 11.02: Winding-Up Distributions

The Company may make winding-up distributions of property to its Members as agreed by a vote of fifty-one percent (51%) of the Members.

ARTICLE XII

RELATIONSHIP OF ARTICLES OF ORGANIZATION TO OPERATING AGREEMENT

If a provision of these Articles of Organization differs from a provision of the Company's Operating Agreement, then, to the extent allowed by law, the Operating Agreement will govern.

ARTICLE XIII

INDEMNIFICATION

Section 13.01: Definitions

For the purposes of this Article, the terms defined in this section have the meanings given them.

(a) "Company" includes any domestic or foreign company that was the predecessor of this Company in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(b) "Official capacity" means: (i) with respect to a Manager, the position of Manager in the Company; (ii) with respect to a person other than a Manager, the elective or appointive office or position held by an officer, member of the Management Committee, if any, or the efforts undertaken by a Member of the Company who acts on behalf of and at the request of the Company, or the employment or agency relationship undertaken by an employee or agent of the Company; and (iii) with respect to a Manager, Member, officer, employee or agent of the Company who, while a Manager, officer, employee or agent of the Company is or was serving at the request of the Company or whose duties in that position involve or involved service as Manager, officer, partner, trustee or agent of another organization or employee benefit plan, the position of that person as a Manager, officer, partner, trustee, employee or agent, as the case may be, of the other organization or employee benefit plan.

(c) "Proceeding" means a threatened, pending or completed civil, criminal, administrative, arbitration or investigative proceeding, including a proceeding by or in the right of the Company.

(d) “Special legal counsel” means counsel who has not represented the Company or a related company, or a Manager, officer, member of the Management Committee, if any, employee or agent whose indemnification is in issue.

Section 13.02: Mandatory Indemnification; Standard

(a) The Company will indemnify a person made or threatened to be made a party to a proceeding by reason of the former or present official capacity of the person against judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements and reasonable expenses, including attorney fees and disbursements incurred by the person in connection with the proceeding if, with respect to the acts or omissions of the person complained of in the proceeding, that person:

(i) has not been indemnified by another organization or employee benefit plan for the same judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements and reasonable expenses, including attorney fees and disbursements incurred by the person in connection with the proceeding with respect to the same acts or omissions;

(ii) acted in good faith;

(iii) received no improper personal benefit;

(iv) in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful; and

(v) in the case of acts or omissions occurring in the official capacity described in Section 13.01(b)(i) or Section 13.01(b)(ii), reasonably believed that the conduct was in the best interests of the Company, or in the case of acts or omissions occurring in the official capacity described in Section 13.01(b)(iii), reasonably believed that the conduct was not opposed to the best interests of the company. If the person’s acts or omissions complained of in the proceeding relate to conduct as a manager, officer, trustee, employee or agent of an employee benefit plan, the conduct is not considered to be opposed to the best interests of the Company if the person reasonably believed that the conduct was in the best interests of the participants or beneficiaries of the employee benefit plan.

(b) The termination of a proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent does not, of itself, establish that the person did not meet the criteria set forth in this Section 13.02.

Section 13.03: Advances

If a person is made or threatened to be made a party to a proceeding, the person is entitled, upon written request to the Company, to payment or reimbursement by the Company of reasonable expenses, including attorney fees and disbursements, incurred by the person in advance of the final disposition of the proceeding:

(a) upon receipt by the Company of a written affirmation by the person of a good faith belief that the criteria for indemnification set forth in Section 13.02 have been satisfied and a written undertaking by the person to repay all amounts so paid or reimbursed by the Company, if it is ultimately determined that the criteria for indemnification have not been satisfied; and

(b) after a determination that the facts then known to those making the determination would not preclude indemnification under this Article.

The written undertaking required by paragraph (a) above is an unlimited general obligation of the person making it, but need not be secured and will be accepted without reference to financial ability to make the repayment.

Section 13.04: Reimbursement to Witness

Subject to the qualification under the standards described in Section 13.02, the Company will reimburse expenses, including reasonable attorney fees and disbursements, incurred by a person in connection with an appearance as a witness in a proceeding at a time when the person has not been made or threatened to be made a party to a proceeding.

Section 13.05: Determination of Eligibility

(a) All determinations as to whether indemnification of a person is required because the criteria stated in Section 13.02 have been satisfied and as to whether a person is entitled to payment or reimbursement of expenses in advance of the final disposition of a proceeding as provided in Section 13.03 will be made:

(i) by the Managing Member if not the person requesting indemnification;

(ii) by the Management Committee by a majority of a quorum (Members who are at the time parties to the proceeding shall not be counted for determining either a majority or the presence of a quorum);

(iii) if a quorum under clause (ii) cannot be obtained, by a majority of the Management Committee, if any, consisting solely of two or more Members not at the time parties to the proceeding, duly designated to act in the matter by a majority of the full Membership, if any, including a Manager who is a party;

(iv) if a determination is not made under clause (ii) or clause (iii) then by special legal counsel, selected by a majority of the Members eligible to vote.

(v) if an adverse determination is made under clauses (i) through (iv) or under paragraph (b), or if no determination is made under clauses (i) through (iv) or under paragraph (b) within sixty (60) days after the termination of a proceeding or after a request for an advance of expenses, as the case may be, then by a court of competent jurisdiction in the United States Virgin Islands, which may be the same court in which the proceeding involving the person's liability is taking or has taken place, upon application of the person and any notice the court requires.

(b) With respect to a person who is not, and was not at the time of the acts or omissions complained of in the proceeding, a Manager, officer or person possessing, directly or indirectly, the power to direct or cause the direction of the management or policies of the Company, the determination whether indemnification of this person is required because the criteria set forth in Section 13.02 have been satisfied and whether this person is entitled to payment or reimbursement of expenses in advance of the final disposition of a proceeding as provided in Section 13.03 may be made by an annually appointed committee of the Management Committee, if any, having at least one Member who is a Manager. The Committee shall report at least annually to the Management Committee.

Section 13.06: Insurance

The Company may purchase and maintain insurance on behalf of a person in that person's official capacity against any liability asserted against and incurred by the person in or arising from that capacity, whether or not the Company would have been required to indemnify the person against the liability under the provisions of this Article.

Section 13.07: Disclosure

The amount of any indemnification or advance paid pursuant to this Article and to whom and on whose behalf it was paid will be included in the Required Records.

Section 13.08: Discretionary Indemnification of Others

Nothing in this Article XIII limits the ability of the Management Committee to cause the Company to indemnify any person or entity not described in this Article XIII pursuant to, and to the extent described in, an agreement authorized by an act of the Managers.

Executed this 15th day of February, 2005.

By:

Nancy E. Bell
Nancy E. Bell, Organizer

**TERRITORY OF THE VIRGIN ISLANDS
DISTRICT OF ST. THOMAS & ST. JOHN**

)
) ss:

The foregoing instrument was acknowledged before me this 15th day of February, 2005, by NANCY E. BELL, Organizer of SUSANNABERG, LLC, a United States Virgin Islands Limited Liability Company, on behalf of the Company.

Marshall A. Bell
NOTARY PUBLIC
LNP NO.: LNP 026-01
My Commission expires: 7/18/05

Consent Of Agent For Service Of Process

CK#5390
Ref # 3172b23
\$300.00

This writing witnesseth that the undersigned MARSHALL A. BELL & ASSOCIATES, P.C., of P.O. Box 1686, St. Thomas, USVI 00804, having been designated by the Limited Liability Company

SUSANNABERG, LLC

Name of Limited Liability Company

as agent of the said company upon whom service of process may be made in all suits arising against the said company in the Courts of the Virgin Islands, does hereby consent to act as such agent, and that service of process may be made upon it in accordance with Title 13 of the Virgin Islands Code.

IN WITNESS WHEREOF, I have hereunto set my signature this 15th day of February, 2005, at St. Thomas, U.S. Virgin Islands.

RECEIVED
LT. GOV. OFFICE
2005 FEB 15 P 2 16
CORPORATIONS

Marshall A. Bell & Associates, P.C.

By:

Marshall A. Bell, Esq.

Physical Address:

15B Norre Gade

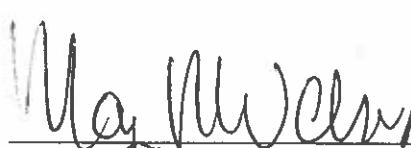
Mailing Address:

P.O. Box 1686

St. Thomas, USVI 00804

(340) 774-6422

SUBSCRIBED and SWORN to before me this 15th day of February, 2005.


NOTARY PUBLIC

District of St. Thomas & St. John, USVI
LNP No. _____

MY COMMISSION EXPIRES: _____

MARY R. WEBER
Notary Public of St. Thomas & St. John USVI
Commission Expires March 25, 2005
LNP-009-01