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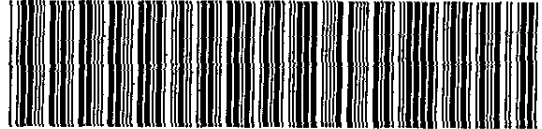
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Acknowledgement

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**BROWNING & SIRECI, P.A.**

ATTORNEYS AT LAW  
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MICHAEL L. BROWNING  
THOMAS J. SIRECI, JR.

*Of Counsel*

HAROLD E. WOLFE, JR., P.A.†  
FLORIDA BAR BOARD CERTIFIED ESTATE  
PLANNING AND PROBATE ATTORNEY  
AND TAX ATTORNEY

RICE & ROBINSON, P.A.  
BANKRUPTCY/CREDITOR'S RIGHTS

April 24, 2003

Secretary of State  
Division of Corporations  
409 E. Gaines Street  
P.O. Box 6327  
Tallahassee, Florida 32314

†ALSO ADMITTED IN ALABAMA & GEORGIA

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3 APR 25 AM 10:20  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RE: Recording of the Articles of Organization for City Parking System, L.L.C.

Dear Sir/Madame:

Enclosed please find the original and one (1) copy of the Articles of Organization for City Parking System, L.L.C. for filing in the public records. Also enclosed is a check in the amount of One Hundred Fifty-Five Dollars (\$155.00) representing the following fees:

Filing Fee:	\$100.00
Certified Copy Fee:	30.00
Registered Agent Designation:	25.00
Total:	\$155.00

We would appreciate your filing the Articles at your earliest convenience and returning the certified copy to us in the stamped, self-addressed envelop which we have enclosed for your convenience.

Sincerely,



Michael L. Browning  
/eas

Enclosures: 4, as stated

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**ARTICLES OF ORGANIZATION**  
**OF**  
**CITY PARKING SYSTEM, L.L.C.**

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03 APR 25 PM 10:20  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

We, the undersigned, hereby form and create a limited liability company pursuant to Chapter 608 and Fla. Stat. §608.407 of the laws of the State of Florida, do hereby execute and adopt these Articles of Organization to be filed with the Florida Department of State and do hereby state and certify the following:

**ARTICLE I - NAME OF LIMITED COMPANY**

In accordance with Fla. Stat. §608.406, the limited liability company's name shall be "**CITY PARKING SYSTEM, L.L.C.**".

**ARTICLE II - PERIOD OF DURATION OF LIMITED COMPANY**

This limited liability company shall have a duration of ninety-nine (99) years from the effective date of these Articles of Organization. This limited liability company's existence shall begin at the date and time when these Articles of Organization are filed with the Florida Department of State, all in accordance with Fla. Stat. §608.409(1).

### **ARTICLE III - LOCATION OF PRINCIPAL OFFICE**

The mailing and street address of this limited liability company's principal office is as follows:

#### **Mailing Address/Street Address:**

402 Applerouth Lane, Suite 10  
Key West, Florida 33040

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TALLAHASSEE, FLORIDA

### **ARTICLE IV - REGISTERED OFFICE AND REGISTERED AGENT**

The street address of this limited liability company's initial registered address in the State of Florida is 402 Applerouth Lane, Key West, Florida, 33040. The name of the registered agent at such registered office is MICHAEL L. BROWNING, ESQUIRE.

### **ARTICLE V - ADMISSION OF NEW MEMBERS**

Members may admit additional new Members in compliance with the terms and conditions of this article. A new Member may be admitted into this limited liability company only if (i) such new Member acquires ownership units in this limited liability company, (ii) any first refusal rights or other restrictions on ownership unit transferability granted under any operating agreement then in effect governing this limited liability company are complied with, (iii) such new Member agrees to comply with any operating agreement then in effect governing this limited liability company and (iv) such new Member executes such instruments as the other Members determine are necessary or desirable to effect such admission and to confirm the agreement of the person or entity being admitted as a new Member to be bound by all the covenants, terms and conditions of these Articles

of Organization and any operating agreement then governing this limited liability company then in effect. Said new Member shall receive a capital interest and an interest in the net profits and net losses and cash flow of this limited liability company in an amount set forth in this limited liability company's Operating Agreement.

**ARTICLE VI - CLASSES OF MEMBERS; SHARING OF PROFITS AND LOSSES**

Pursuant to Fla. Stat. §§608.4231(1) and 608.4261, this limited liability company may have different classes of Members having such relative rights, powers and duties as specified in the Operating Agreement, including differences among such classes of Members for sharing of profits and losses. In accordance with Fla. Stat. §608.4261, the profits and losses of this limited liability company shall be allocated among Members as so specified in the Operating Agreement; provided, however, that if the Operating Agreement does not provide for, or is silent as to, the allocation of profits and losses among Members, profits and losses shall be allocated on the basis of capital contribution made by each Member to the extent that such contributions have been received by the limited liability company and have not been returned; provided further, however, that in all events the Operating Agreement may specifically contain special allocations of profits and losses among different classes of Members. Further, in accordance with Fla. Stat. §608.4231, these Articles and/or the Operating Agreement may limit any Members' or class of Members' ability to vote on certain items such as the composition of management as set forth in Article VIII hereof.

**ARTICLE VII - CONTINUATION OF BUSINESS**

The remaining Members of this limited liability company are specifically given the right to continue the business upon the death, retirement, resignation, expulsion, bankruptcy or dissolution

of a Member or the occurrence of an event which terminates the continued membership of a Member in this limited liability company; it being the intent of the Members hereunder that the existence of this limited liability company be for the term of years set forth in Article II hereof.

#### **ARTICLE VIII - COMPOSITION OF MANAGEMENT**

This limited liability company shall be managed by a single Manager, WALKER, BROWNING MANAGEMENT, INC., during its existence and no other person or individual shall have the right to so manage this limited liability company unless WALKER, BROWNING DEVELOPMENT, INC., through its officers, resigns, voluntarily retires or consents in writing to a new Manager hereinafter named (unless otherwise removal of WALKER, BROWNING DEVELOPMENT, INC., is compelled by law); provided, however, that in carrying out management functions, WALKER, BROWNING DEVELOPMENT, INC., may engage the services of New Moon Management Group, Inc. in performing management functions hereunder. In the event that WALKER, BROWNING DEVELOPMENT, INC. resigns, voluntarily retires or consents to appointment of a new Manager, then, in such an event, this limited liability company shall be managed by New Moon Management Group, Inc. and no other person or individual shall have the right to manage this limited liability company unless the two aforesaid entities both resign, voluntarily retire or agree to cease being the Managers hereunder. Accordingly, this limited liability company is to be as Manager-managed company as set forth in Fla. Stat. §608.407(d) and shall be so managed as set forth above. In the event that all aforementioned entities are unable to serve as Managers due to resignation, retirement or otherwise, whichever first occurs, in such event, a successor Manager shall be selected (i) in accordance with any then adopted operating agreement governing this limited liability company or (ii) if no such operating agreement has been so adopted,

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TALLAHASSEE, FLORIDA

by majority percentage vote of members holding a majority of Units in this limited liability company. In accordance with the foregoing, the name and address of the initial Manager of this limited liability company is:

**Name of Manager**

WALKER, BROWNING DEVELOPMENT,  
INC., A Florida corporation

**Address**

402 Applerouth Lane,  
Key West, Florida 33040

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TALLAHASSEE, FL

Notwithstanding anything to the contrary contained in Fla. Stat. §608.426 (or any successor section), except as provided in the Operating Agreement, the Manager shall have sole discretion in making decisions pertaining to distributions to Members from this limited liability company; provided, however, that in all events, the Manager shall comply with the terms of the Operating Agreement pertaining to any required distributions to Members so as to make distributions consistent with the requirements of such Operating Agreement.

**ARTICLE IX – OWNERSHIP UNITS**

The maximum number of ownership units that this limited liability company is authorized to have outstanding is ten million (10,000,000) units, which may be divided into different classes or groups in accordance with Fla. Stat. §608.4231(1); provided, however, that the total maximum aggregate number of ownership units of all classes shall not exceed ten million (10,000,000) units. The Manager shall determine the number and class of each unit. This limited liability company is not obligated to issue all of its authorized outstanding units but rather may issue to initial Members a portion of its authorized ownership units and reserve a portion of such ownership units for future authorization to future Members, if any. Each of such ownership units shall represent the ownership of that percentage of the total units of that class outstanding at any time as is the equivalent of the

ratio in which one is the numerator and the total number of units of that class outstanding is the denominator. Each Member of each class shall receive a capital interest and an interest in the net profits and net losses and cash flow of this limited liability company in an amount specified in the Operating Agreement.

#### **ARTICLE X – PURPOSE OF LIMITED LIABILITY COMPANY**

The purpose for which this limited liability company is formed is to engage in any lawful acts or other activities for which limited liability companies may be formed under Chapter 608 of the Florida Statutes. Additionally, this limited liability company shall engage in the ownership, investment, purchase and sale of commercial real properties and the operation of such real properties.

#### **ARTICLE XI-OPERATING AGREEMENT**

This limited liability company shall adopt an "Operating Agreement" which shall govern the operations of this limited liability company, shall prescribe the method for electing managers and designating successors (except as provided in Article VIII hereof), shall, if the Members so elect, grant first refusal rights or other restrictions on ownership unit transferability and govern legal arrangements among Members. Such Operating Agreement shall comply with provisions of Fla. Stat. §608.423; provided, however, that the power to adopt, alter, amend or appeal the Operating Agreement of this limited liability company shall be vested in this limited liability company's Managers as set forth in Fla. Stat. §608.423(3) unless all Members unanimously otherwise agree in writing.

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TALLAHASSEE, FLORIDA



IN WITNESS WHEREOF, the undersigned, members of this limited liability company  
have executed these Articles of Organization on this 22nd day of  
April, 2003.

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TREASURY

CITY PARKING SYSTEM, L.L.C.

By:

  
MICHAEL L. BROWNING, As Trustee of  
The Michael L. Browning Revocable Trust

Member

By:

  
STEPHEN WALKER

Member

STATE OF FLORIDA                    )  
  ) SS  
COUNTY OF MONROE                )

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SECRETARY OF STATE  
TALLAHASSEE, FL 32399

BEFORE ME personal appeared MICHAEL L. BROWNING, As Trustee of the Michael  
L. Browning Revocable Trust, the signor who personally appeared before me at the time of this  
notarization, and is personally known to me or has produced  
\_\_\_\_\_ as identification and is known to be the  
person described in and who executed the foregoing instrument and acknowledged to and before me  
that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 22<sup>nd</sup> day of April,  
2003.



Elizabeth A Sappet  
My Commission DD039258  
Expires July 04, 2005

Elizabeth A. Sappet  
Notary Public  
State of Florida at Large  
My Commission No. is:

My Commission Expires:

STATE OF FLORIDA                    )  
  ) SS  
COUNTY OF MONROE                )

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SECRETARY OF STATE  
TALLAHASSEE, FL

BEFORE ME personal appeared **STEPHEN WALKER**, the signor who personally appeared before me at the time of this notarization, and is personally known to me or has produced \_\_\_\_\_ as identification and is known to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 22<sup>nd</sup> day of April, 2003.

Elizabeth A. Sappet  
Notary Public  
State of Florida at Large  
My Commission No. is:

My Commission Expires:



Elizabeth A Sappet  
My Commission DD030258  
Expires July 04, 2005

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

In compliance with Sections 608.415 and 48.061, Florida Statutes, the following is submitted:

That CITY PARKING SYSTEM, L.L.C., desiring to organize or qualify under the laws of the State of Florida as a limited liability company with its principal place of business in the City of Key West, State of Florida, has named MICHAEL L. BROWNING, ESQUIRE, located at 402 Applerouth Lane, Key West, Florida, 33040, as its agent to accept service of process.

Signature:

  
MICHAEL L. BROWNING

Title:

Member

Date:

4/22/03

**ACCEPTANCE OF APPOINTMENT BY REGISTERED AGENT**

Pursuant to the provisions of the Florida Limited Liability Company Act, Chapter 608 of the Florida Statutes, the undersigned does hereby accept his appointment as Registered Agent on whom process may be served within the State of Florida for this limited liability company named in the foregoing Articles of Organization and by affixing such Registered Agent's signature below states that he is familiar with, and accepts the obligations of that position.

**REGISTERED AGENT:**



**MICHAEL L. BROWNING, ESQUIRE**

4/22/03

**DATE**