

W4000028255

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

4/5 FL LC

Office Use Only



000031558840

04/05/04--01047--023 **125.00

MJH

04 APR -5 PM 7:17

STEVEN D. LOSNER, P.A.

Law Office
65 N.W. 16th Street
Homestead, Florida 33030

STEVEN D. LOSNER

(305) 247-2522 phone
(305) 247-9000 facsimile
wellerandlosner@aol.com

April 2, 2004

Florida Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

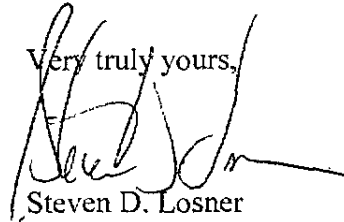
Re: ADOR, L.L.C.

Dear Sir/Madam:

Enclosed please find the original Articles of Organization for the above referenced limited liability company, together with a check in the amount of \$125.00 representing your filing fee.

Should you have any questions, please do not hesitate to call me.

Very truly yours,

A handwritten signature in black ink, appearing to be "Steven D. Losner", written over the typed name.

Steven D. Losner

SDL/bb
enclosures

ARTICLES OF ORGANIZATION

OF

ADOR, L.L.C.

PREAMBLE

The undersigned hereby adopt these Articles of Organization for the purpose of forming a Limited Liability Company under The Florida Limited Liability Company Act (Chapter 608 of the Florida Statutes)

ARTICLE I

NAME

The name of this Limited Liability Company is: **ADOR, L.L.C.**

ARTICLE II

DURATION

The Company shall commence on the date of the filing of these Articles of Organization with the Florida Department of State and shall exist perpetually thereafter or until an earlier event of Dissolution provided in Article XIV of these Articles of Organization.

ARTICLE III

PURPOSE

The purpose of the Company is to engage in any activity or as may be agreed upon by the Members and as are lawful under the laws of the State of Florida. Without restriction to the foregoing, the Company may undertake any other lawful activity and shall exercise all the powers vested in a limited liability company organized and existing by virtue of the Florida Limited Liability Company Act.

ARTICLE IV

ADDRESS OF OFFICE AND REGISTERED AGENT

4.1 Mailing and Street Address. The initial mailing and street address of the principal office of the Company is: **20251 SW 272 Street, Homestead, Florida 33031** or such other place or places as the Members may designate from time to time.

4.2 Registered Agent Name and Street Address. The initial Registered Agent of the Company and his street address is:

Steven D. Losner, 65 NW 16th Street, Homestead, Florida 33030

ARTICLE V
CAPITAL CONTRIBUTION

5.1 Initial Capital. The initial capital of the Company shall be One Thousand (\$1,000.00) Dollars or property not exceeding One Thousand (\$1,000.00) Dollars shall be contributed by the Members within five (5) days following receipt of certification of filing these Articles of Organization by the Florida Department of State. Each Member shall make initial payment in cash in the following amount.

<u>Member</u>	<u>Amount</u>
Woodrow W. Waters, as Trustee of the Woodrow W. and Margaret E. Waters Trust u/a/d June 27, 2000	\$1,000.00

5.2 Additional Capital. Additional payment of cash or property shall be contributed to the capital of the Company upon written call by a majority vote of the Members and in no event later than ten (10) days following such call. Each initial Member shall contribute in proportion to his, her or its Participation.

5.3 Participation Defined. The Participation of each Member shall be that percentage determined by the amount of the capital contribution initially received by the Company from each Member adjusted from time to time to properly reflect any additional contributions or withdrawals by each Member divided by the total capital of the Company.

5.4 Participation. The Participation of the initial Members shall be as follows:

<u>Member</u>	<u>Amount</u>
Woodrow W. Waters, as Trustee Of the Woodrow W. and Margaret E. Waters Trust u/a/d June 27, 2000	100%

5.5 Bonus Participation Interest. Notwithstanding the provisions of Section 5.4 of this Article V, upon unanimous agreement of all Members, an increase in the formula determining participation under Section 5.4 of this Article V may be granted if warranted under sound business practices to reflect an unusual and warranted present or future contribution by one or more Members to the success of the Company.

ARTICLE VI
MEMBERSHIP

6.1 Members. The name and addresses of the initial Members of the Company are:

Woodrow W. Waters, 20251 SW 272 Street, Homestead, Florida 33031

6.2 Election. Membership shall at all times consist of one or more persons. The word person shall be defined to include individuals, children, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups or combinations. Members shall not be required to be citizens or residents of the United States of America. Members shall be admitted upon the unanimous written consent of all Members pursuant to procedures set forth in these Articles of Organization and the Regulations of the Company.

6.3 Transfers. The Members shall not sell, assign, pledge, or otherwise transfer or encumber in any manner or by any means whatever, their share in all or any part of their interests of the Company now owned or after acquired to a non-member, without having first obtained the consent of or offered such share to the other Members and to the Company in accordance with the terms and conditions of this Agreement.

6.4 Transfers to Living Trust. Any Member may transfer his or her interest to his or her own Revocable Living Trust. Upon such transfer legal title shall vest in the trustees of such Living Trust, but such interest shall be subject to the same events and circumstances as if the transferring Member continued to own such interest. Further said transferring Member shall continue to exercise all rights and be liable for all duties imposed by this Agreement.

6.5 Sale. A Member may sell his, her or its Membership interest, only upon the unanimous approval of all the Members and approval may be withheld for any reason.

6.6 Assignment. Except as herein provided, a Member shall not assign his, her or its Company interest to other Members without the consent of all Members.

6.7 Death or Incompetency of a Member. Upon the death or legal incompetency of an individual Member, such Member's authorized representative shall have all of the rights of a Member for the purpose of settling or managing such Member's estate. The authorized representative shall have such power as the decedent or incompetent possessed to assign such Member's interest in the Company to an assignee and to join with such assignee in making application to substitute such assignee as a Member.

6.8 Cessation of a Legal Entity. Upon the bankruptcy, insolvency, dissolution or other cessation to exist as a legal entity, of a Member not an individual, the authorized representative of such entity shall have all the rights of a Member for the purpose of effecting the orderly winding up and disposition of the business of such entity. The authorized representative shall have such power as such entity possessed to assign such interest of the entity in the Company to an assignee and to join with such assignee in making application to substitute such assignee as a Member.

6.9 Restriction on Transfer because of Tax Effect. No Member or other person who has become the holder of interest in this Company shall transfer, assign or encumber all or any portion of such interest in the Company during any fiscal year if such transfer, assignment or encumbrance would result in the termination of the Company for purposes of the then applicable provisions of the 1986 Internal Revenue Code, as amended ("Code")

6.10 Restriction on Transfer because of Securities Laws. No Member (or other person) who has become the holder of interest in the Company, shall transfer, assign, or encumber all or any portion of such interest in the Company unless such Member has obtained the prior written consent of the Director of the Securities Commission, if required under the Commission's rules, or the written opinion of counsel for the Company that the transfer will not violate any federal or state securities laws.

6.11 Vote. All actions taken by the Members shall be by majority vote unless specified to the contrary herein or in the Regulations of the Company. The vote of each Member shall be in accordance with his, her or its Participation determined as of the date of the vote under Article V Section 5.3.

6.12 Limited Liability. Neither the Members of the Company nor the managers of the Company,

if any, shall be liable under a judgment or decree, or order of a court, or in any other manner for a debt, obligation, or liability of the Company.

ARTICLE VII

SUBSTITUTED MEMBER

7.1 **Conditions.** No assignee (or transferee) of the whole or any portion of a Member's interest in the Company shall have the right to become a substituted Member in place of such Member's assignor unless all of the following conditions are satisfied:

(a) The remaining Members, in their sole and absolute discretion, consent in writing to the admission of the assignee as a substituted Member.

(b) The fully executed and acknowledged written instrument of assignment sets forth the intention of the assignor that the assignee become a substituted Member and the assignment has been filed with the Company.

(c) The Membership interest being acquired by the assignee must consist of all of the assigning Member's interest.

(d) The assignor and assignee execute and acknowledge such other instruments as may be deemed necessary or desirable to effect such admission, including the written acceptance and adoption by the assignee of the provisions of this Agreement

(e) A reasonable transfer fee, not exceeding ten (10%) percent of the present value of the transferred Membership interest, has been paid by the assignee to the Membership.

(f) If a transfer is not accepted by the remaining Members, the interest that was to be transferred is that of a beneficial interest which shall have no rights hereunder.

7.2 **Amendment Only Required Quarterly.** The Manager of the Company will be required to amend this Agreement only quarterly to reflect the substitution of Members. Until this Agreement is so amended, an assignee shall not become a substituted Member.

ARTICLE VIII

MANAGEMENT

8.1 **Powers.** The management of the Company shall be vested in the Members in proportion to their Participation. All Company powers shall be exercised, and the business and affairs of the Company shall be managed by and under the authority of the Members pursuant to the specific rules regarding rights and duties of Members enumerated in these Articles of Organization and the Regulations of the Company unless the Members appoint a manager or managers to act in their stead.

8.2 **Appointment of Manager.** **Woodrow W. Waters**, whose address is 20251 SW 272 Street, Homestead, Florida 33031 shall serve as the initial manager of the Company commencing upon the effective date of the Company. **Woodrow W. Waters** shall serve for a period of one (1) year or until earlier terminated by a vote of a majority of the Members and until his, her or its successor is elected and qualified.

8.3 Agent. Members may appoint one or more individuals or entities as limited agent(s) to facilitate the business of the Company. Such agent(s) shall act pursuant to specific revocable written instruction of limited duration.

8.4 Contracting of Debt. No debt shall be contracted nor liability incurred by or on behalf of the Company by any manager.

8.5 Company Property. Real or personal property owned or purchased by the Company shall be held and owned and conveyance shall be made in the name of the Company. Instruments and documents providing for the acquisition, mortgage or disposition of the property of the Company shall be valid and binding upon the Company if they are executed by one or more managers of the Company if a manager or managers have been appointed or if they are executed by one or more Members of the Company if management has been retained by the Members.

ARTICLE IX

POWERS

The Company shall have, and may exercise all powers necessary or convenient to effect its purpose, and without limitation but in furtherance thereof shall have and may exercise all powers provided in the Florida Limited Liability Company Act as set forth below:

9.1 Sue or be sued, or complain or defend, in its name.

9.2 Purchase, take, receive, lease, or otherwise acquire, own, hold, improve, or use or otherwise deal in or with, real or personal property, or an interest in real or personal property, wherever located.

9.3 Sell, convey, mortgage, pledge, create a security interest in, lease, exchange, or transfer, or otherwise dispose of, all or any part of its property or assets.

9.4 Purchase, take, receive, subscribe for, or otherwise acquire, own, vote, use, employ, sell, mortgage, lend, or pledge, or otherwise dispose of, or otherwise use or deal in or with:

9.5 Shares or other interests in or obligations of other foreign or domestic limited liability companies, domestic or foreign corporations, associations, general or limited partnerships, or individuals.

9.6 Direct or indirect obligations of the United States or any other government, State, territory, governmental district, or municipality or of any instrumentality thereof.

9.7 Make contracts or guarantees, or incur liabilities, borrow money, issue its notes, bonds, or other obligations; secure any of its obligations by mortgage or pledge of all or any part of its property, franchises, and income, or make contracts of guaranty and surety-ship which are necessary or convenient to the conduct, promotion, or attainment of the business of a corporation the majority of the outstanding stock of which is owned, directly or indirectly, by the contracting company; a corporation which owns, directly or indirectly, a majority of the outstanding stock of the ~~contracting company~~, or a corporation the majority of the outstanding stock of which is owned, directly or indirectly, by a corporation which owns, directly or indirectly, the majority of the outstanding stock of the contracting company, which contracts or guaranty and surety-ship shall be deemed to be necessary or convenient to the conduct, promotion or attainment of the business of the

contracting company; or make other contracts of guaranty and surety ship which are necessary or convenient to the conduct, promotion, or attainment of the business of the contracting company.

9.8 Lend money, invest or reinvest its funds, or receive and hold real or personal property as security for the payment of funds so loaned or invested.

9.9 Conduct its business, locate offices, carry on its operations, and exercise its powers within or without the state.

9.10 Elect or appoint managers and agents of the Company, define their duties and fix their compensation and lend them money and credit.

9.11 Make and amend its regulations, not inconsistent with its articles of organization or with the laws of the state of Florida, for the administration and regulation of the affairs of the Company.

9.12 Make donations to the public welfare or for charitable, scientific or educational purposes.

9.13 Indemnify a Member or manager or any other person to the same extent as a corporation may indemnify any of the directors, officers, employees or agents of the corporation against expenses actually and reasonably incurred by him or her or it in connection with the defense of any action, Suit, or proceeding, whether threatened or pending and whether civil or criminal, in which he, she or it is made a party.

9.14 Cease its activities and surrender its Certificate of Organization.

9.15 Have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Company is organized.

9.16 Transact any lawful business which the Members or the managers find to be in aid of governmental policy.

9.17 Pay pensions and establish pension plans, pension trusts, profit-sharing plans, and other financial incentive plans for any and all of its managers and employees.

9.18 Be a promoter, incorporator, general partner, limited partner, member, associate or manager of any corporation, partnership, limited partnership, limited liability company, joint venture, trust or other enterprise.

9.19 Make payments or donations or do any other act not inconsistent with laws that further the business and offices of the company.

ARTICLE X **DISTRIBUTIONS**

10.1 Current Distribution. Each Member shall share in net profits or losses from the operation of the business of the Company, and in the distribution of the property of the Company in the same proportion as that Member's Participation as set forth herein, or as may be adjusted from time to time, provided, that, after distribution is made, the assets of the Company are in excess of all liabilities of the Company, other than liabilities to Members on account of their contributions.

10.2 Distribution in Liquidation The Company shall make distribution of its property in cash or in kind to a Member or the qualified representative of a Member, in proportion to the Participation of any Member within thirty (30) days of the death, retirement, resignation, expulsion, bankruptcy or dissolution of the Member; or upon the occurrence of any other event which terminates the continued membership of a Member in the Company, if the business of the Company is continued by the consent of the remaining Members. Provided always, after distribution is made the assets of the Company are in excess of all liabilities of the Company other than liabilities to Members on account of their contributions and provided further that the Company shall deduct from the gross proceeds derived from the conversion to cash of any of the Company property any and all costs of brokerage and other selling expenses, necessary to effect the distribution in cash.

ARTICLE XI **REGULATIONS**

At the first meeting of the Members after the execution of these Articles of Organization the Members shall adopt Regulations containing provisions for the regulation and management of the affairs of the Company not inconsistent with law or these Articles of Organization. The power to adopt, alter, amend or repeal the Regulations of the Company shall be vested in the Members. They shall not be altered, amended or repealed by the manager or managers of the Company.

ARTICLE XII **AMENDMENT**

These Articles of Organization, except with respect to the vested rights of the Members which shall require unanimous vote, may be amended at any time by vote of a majority of the Members. These Articles of Organization shall be amended when:

1. There is a change in the name of the Company or in the amount or character of the contributions to capital;
2. There is a change in the character of the business of the Company;
3. There is a false or erroneous statement in these Articles of Organization;
4. There is a change in the time of dissolution of the Company as stated in these Articles of Organization;
5. The Members desire to make a change in any other statement in the Articles of Organization in order for it to accurately represent the agreement between them.

The form for evidencing an amendment to the Articles of Organization shall be as promulgated by the Secretary of the State of Florida. The amendment shall be signed and sworn to by all Members and an amendment adding a new Member shall be signed by the Member to be added; thereafter the amendment shall be forwarded to the Florida Department of State for filing accompanied by the requisite filing fee. As a condition of membership, all Members agree to execute such documents as may be required to effectuate duly authorized amendments to these Articles of Organization.

ARTICLE XIII **MISCELLANEOUS**

13.1 **Execution in Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all Parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement. Each Party shall become bound by the Agreement immediately upon affixing his, her or its signature hereto, independently of the signature of any other Party.

13.2 **Sole Agreement.** This Agreement and the exhibits hereto constitute the entire understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements and understanding pertaining thereto.

13.3 **Choice of Law** This Agreement and all rights and liabilities of the Members, assignees, substituted members, the Company and the assets of the Company shall be subject to and governed by the internal laws of the State of Florida.

13.4 **Severability.** If any provision of this Agreement, or the application thereof, shall, of any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the maximum extent permissible under applicable law.

13.5 **Agreement Binding.** This Agreement shall be binding upon the parties hereto and upon their heirs, personal representatives, administrators, successors or assigns, and the parties hereto agree for themselves and their heirs, personal representatives, administrators, successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

13.6 **Titles and Subtitles.** Titles of the articles, paragraphs and subparagraphs are place herein for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of the Partnership Agreement.

13.7 **Words and Gender or Number.** As used herein, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

13.8 **Notice.** Any and all notices provided for herein shall be given in writing by first class mail. The notice shall be addressed to the last address known to the sender or delivered to the recipient in person. Notice of a meeting shall be mailed not less than ten (10) nor more than sixty (60) days before the date of the meeting and shall state the place, date and hour of the meeting and the purpose or purposes of the proposed meeting, unless provided to the contrary herein.

13.9 **Waiver in General.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement, or condition.

13.10 **Waiver of Action for Partition.** Each of the Members hereto irrevocably waives any statutory, equitable or other rights that it, he or she may have to maintain any action for partition with respect

to the Partnership property.

13.11 Arbitration. Any controversy or claim arising out of or relating to this Agreement shall only be settled by arbitration in accordance with the rules of the American Arbitration Association, by one Arbitrator, and shall be enforceable in any court having competent jurisdiction.

13.12 Transfers. It is agreed that with respect to any transfers made, the capital account of the transferor shall be reduced and the capital account of the transferee shall be increased pursuant to Code Section 704(b) and the Treasury Regulations ("Treas. Regs.") that may be promulgated thereunder.

If at any time in the opinion of the Certified Public Accountant for the Company determines that this Agreement is not in accordance with Section 704(b) of the Code and the Treas. Regs. promulgated thereunder, then this Agreement will be forthwith interpreted so as 'to effect the economic interests of the Partnership to the least amount possible.

13.13 Validity. If any portions of this Agreement shall be held invalid or inoperative under state or federal law, then, insofar as it is reasonable and possible:

- (a) the remainder of this Agreement shall be considered valid and operative; and
- (b) effect, shall be given to the intent manifested by the portion held invalid or inoperative.

ARTICLE XIV **DISSOLUTION**

14.1 Dissolution. The Company shall continue until the first to occur of the following conditions:

1. Dissolution pursuant to the provisions of the Florida Limited Liability Company Act;
2. Unanimous written agreement of all Members;
3. Death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or upon the occurrence of any other event which terminates the continued membership of a Member in the Company unless the business of the Company is continued by the consent of all the remaining Members under the right to continue stated in Article 14.2 of these Articles of Organization.

14.2 Right to Continue. Notwithstanding the provisions of paragraph 3. of section 14.2 of this Article XIV, the Company shall be continued upon written consent to its continuation by a majority of the remaining Members.

CERTIFICATION OF ARTICLES BY MEMBERS

IN WITNESS WHEREOF the undersigned, as Authorized Representative does hereby execute these Articles of Organization this 1st day of April, 2004.

Signed, sealed and delivered
in the presence of as witnesses:

Barbara Barrientos
Signature

Barbara Barrientos
Printed Name

Lori Losner
Signature

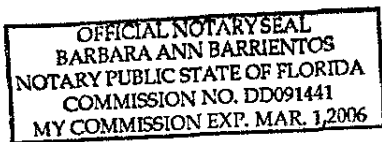
Lori Losner
Printed Name

Steven D. Losner
Signature
Steven D. Losner
Authorized Representative

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this 1 day of April, 2004, STEVEN D. LOSNER personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, who is personally known to me or who produced as identification.



Barbara Ann Barrientos
Signature
Notary Public
State of Florida
My Commission Expires:

CERTIFICATE OF DESIGNATION OF REGISTERED AGENT

ADOR, L.L.C. a Florida limited liability company, desiring to organize as a Limited Liability Company pursuant to Florida Statutes, with its principal office as indicated in its Articles of Organization, has named **STEVEN D. LOSNER**, whose address is **65 NW 16th Street, Homestead, Florida**, as its Registered Agent within the State of Florida.

Having been named Registered Agent to accept service of process for the above stated limited liability company at the place designated in this Certificate, the undersigned, **STEVEN D. LOSNER** does hereby accept to act in that capacity, and agrees to comply with the provisions of Florida Statutes relative thereto.

Steven D. Losner
Signature
Registered Agent