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**DYKEMA GOSSETT PLLC**

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39577 Woodward Avenue  
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July 12, 2004

**Overnight Courier/Mail**

State of Florida  
Registration Section  
Division of Corporations  
409 E. Gaines Street  
Tallahassee, Florida 32399

Re: Articles of Organization - Meathe Management Enterprises, LLC

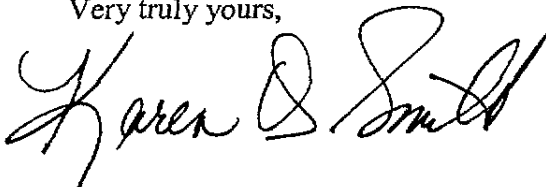
Dear Sir/Madam:

The enclosed Articles of Organization are submitted for filing with your office. Also, enclosed is a check payable to the Florida Department of State, for \$155.00 to cover the filing fees and cost of a certified copy.

Please return the certified copy to my attention in the self-addressed stamped envelop provided for your convenience.

If you have any questions, please do not hesitate to call. Thank you for your immediate attention to this matter.

Very truly yours,



Karen D. Smith  
Legal Specialist

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Enclosure

cc: Stuart D. Logan (w/enc.)

**ARTICLES OF ORGANIZATION OF MEATHE MANAGEMENT ENTERPRISES, LLC**  
Florida Domestic Limited Liability Company

PURSUANT TO Section 608.401 *et seq* of the Florida Statutes, as amended (the "Act"), the undersigned executes this instrument on behalf of the captioned limited liability company (the "Company").

**ARTICLE I**

The undersigned ascribes to the Company the name of Meathe Management Enterprises, LLC.

**ARTICLE II**

The Company shall, as its purpose, (a) provide, on a contract basis or otherwise, managerial services to independent commercial operations, (b) own or operate, whether alone or jointly, one or more firms in the transportation industry, (c) acquire from time to time tangible and intangible assets (collectively, "Assets") to help fulfill the purposes identified in either or both of the foregoing clauses (collectively, the "Business"), (d) hold title to the Assets and operate the Business, (e) if the Company so elects, finance the Business via a pledge of one or more of the Assets, and/or (f) commit to such other or additional undertakings as the Company may deem reasonably consistent with the Business.

**ARTICLE III**

The Company shall hold harmless each member of the Company per Section 608.402(21) of the Act (a "Member"), and the Company shall hold harmless each manager of the Company per Section 608.402(19) of the Act (a "Manager"), for all Business-related costs incurred by them or their affiliates.

**ARTICLE IV**

Up to four Managers shall (a) exercise authority subject only to any contrary mandate prescribed by the Act or Article VIII, and (b) along with all Members, enjoy exculpation and indemnification from and by the Company to the maximum extent permitted by Sections 608.4228 and 608.4229 of the Act.

**ARTICLE V**

The Company (a) maintains its principal office at 1700 Florida Mango Road, West Palm Beach, Florida 33406, (b) locates its registered office at 321 Royal Poinciana Plaza, Palm Beach, Florida 33480, (c) maintains a registered mailing address of Post Office Box 431, Palm Beach, Florida 33480, and (d) appoints David H. Baker to serve as the Company's registered agent at such registered office.

**ARTICLE VI**

The initial Manager, Cullan F. Meathe, maintains an address at 645 Griswold, Detroit, Michigan 48226.

**ARTICLE VII**

1. The Company may issue up to 100 units of equity ("Units"), each of which shall cast its holder as a Member entitled to a ratable portion of the Company's (a) allocable profit ("Profit") per Section 702 of the Internal Revenue Code (the "Code"), and (b) allocable loss ("Loss") per Code Section 702.
2. Up to 96 Units shall bear the name *Basic Units* ("B-Units"), and up to four Units shall bear the name *Manager Units* ("M-Units"), each of which shall cast its holder as a Manager as well as Member.
3. Notwithstanding Subarticle VII(1), the Company shall, in certain cases, allocate Profit and Loss without regard to Units, such that the Company shall (a) first allocate Profit among the Members to the

extent of, and in proportion to, any deficit in their respective capital accounts per Code Section 704(b) ("Balances"), (b) next allocate Profit among the Members to the extent of, and in proportion to, their respective cumulative Losses (to the extent that such Losses exceed all prior allocations under this clause), and (c) allocate Loss among the Members to the extent of, and in proportion to, their respective cumulative Profits (to the extent that such Profits exceed all prior allocations under this clause).

#### ARTICLE VIII

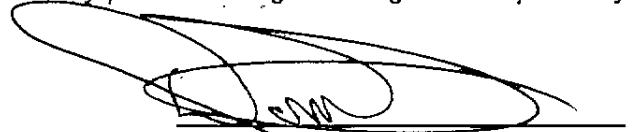
Until changed pursuant to any instrument hereafter executed by all of the Members for purposes of Section 608.402(24) of the Act, this Article VIII shall serve as the Company's operating agreement.

1. The Members shall contribute capital (and make loans) to the Company, in such amounts (and on such terms) as demanded from time to time by any Manager and by that Member who holds (or those Members who together hold) most of the outstanding Units (a "Majority"), and responsibility for any such contribution or loan shall divide among the Members in proportion to their Unit holdings.
2. Members shall receive cash or other value per Section 608.426 of the Act (a) as and when authorized by any Manager consistent with such Section of the Act, and (b) in proportion to the Members' then-current Balances (after accounting for any accrued, but unbooked, Profit or Loss).
3. No Manager shall purport to bind (or otherwise exercise any authority on behalf of) the Company, unless (a) the proposed action falls within the ordinary course of the Business, or (b) the relevant Manager receives consent to the relevant proposal from another Manager or the Majority.
4. Cullan F. Meathe shall serve as the initial Member and as the initial Manager, and, pending any future action pursuant to Subarticle VIII(5) or VIII(6), Mr. Meathe shall hold one M-Unit.
5. No one may voluntarily or involuntarily encumber or transfer any Unit, absent Majority consent.
6. The Company may from time to time issue authorized-but-unissued Units to any persons (and for any consideration) as any Manager and the Majority may approve via a written resolution.
7. The Majority may replace a Manager, and, without further action, each M-Unit held by the affected Manager shall exchange for one B-Unit held by any Member willing to succeed as Manager.
8. Absent a contractual obligation to the contrary, no Member or Manager need (a) devote any particular amount of time to, or perform any particular service for, the Company, (b) avoid competing with the Company, or (c) treat any proposed investment or venture as a Company opportunity.
9. The Company shall dissolve on the earliest of (a) June 1, 2054, (b) the unanimous consent of the Members, or (c) the Company's disposition of all or substantially all of its interest in the Business.

**IN WITNESS WHEREOF**, the undersigned — being the duly designated attorney-in-fact for Cullan F. Meathe, the Company's initial Manager and initial Member, serving pursuant to Section 608.408(2) of the Act — hereby acknowledges, in accordance with Section 608.408(3) of the Act, that the undersigned's execution of this certificate and affidavit on this 25<sup>th</sup> day of May, 2004 constitutes his and Mr. Meathe's affirmation under penalties of perjury of the accuracy of all facts stated herein.

  
Stuart D. Logan

As the registered agent of, and as the person to accept service of process for, the above limited liability company at the place designated above, I accept the appointment as registered agent and I agree to (a) act in this capacity and (b) comply with all statutes relating to the proper and complete performance of my duties. I acknowledge familiarity with, and I accept the obligations of, my position as registered agent as imposed by Chapter 608 of the Florida Statutes.



David H. Baker

Please Return Filed Articles To Stuart Logan, 39577 Woodward, Suite 300, Bloomfield Hills, Michigan 48304 / Phone: 248/203-0850

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