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LIMITED LIABILITY COMPANY

Alpha Millennium LLC

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**ARTICLES OF ORGANIZATION
OF
ALPHA MILLENNIUM LLC**

The undersigned, pursuant to the provisions of Chapter 608 of the Florida Statutes (the "Act"), for the purpose of forming a limited liability company under the laws of the State of Florida does set forth the following:

**ARTICLE I
NAME OF THE COMPANY**

The name of the limited liability company is ALPHA MILLENNIUM LLC (the "Company").

**ARTICLE II
PRINCIPAL OFFICE AND MAILING ADDRESS**

The mailing and street address of the principal office of the Company is 5911 Granada Boulevard, Coral Gables, Florida, 33146.

**ARTICLE III
PURPOSE**

Notwithstanding any provision hereof to the contrary, the following shall govern the nature of the Company's business and purpose to be conducted and promoted by the Company is to engage solely in the following activities: (i) to acquire from Jaffe of Sawgrass, Inc. certain real property located in Weston, Broward County, Florida and commonly known as: the Millennium Plaza (the "Property"); (ii) to own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property; and (iii) to exercise all powers enumerated in the Act as are necessary, incidental or appropriate in connection therewith.

**ARTICLE IV
POWERS AND DUTIES**

Notwithstanding any other provisions of these Articles and so long as any obligations secured by the Mortgage (as defined below) remain outstanding and not discharged in full, neither the Company nor its Members or Managers shall have any authority to:

- (i) borrow money or incur indebtedness on behalf of the Company other than in an amount necessary to acquire, operate and maintain the Property; except, however, that the Managing Member is hereby authorized to secure financing for Millennium secured by the lien on the Property evidenced by the Amended and Restated Mortgage, Security Agreement, Assignment of Rents, and Fixture Filing filed in the official public records of Broward County, Florida, for

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the benefit of Merrill Lynch (as amended from time to time, the "Mortgage") and to secure other indebtedness expressly permitted therein or in the documents related to the Mortgage. For so long as the Mortgage remains outstanding, the Company shall not incur, assume or guaranty any other indebtedness;

(ii) dissolve or liquidate the Company;

(iii) sell or lease, or otherwise dispose of all or substantially all of the assets of the Company;

(iv) without the unanimous consent of all of the Members and Managers of the Company, file a voluntary petition or otherwise initiate proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as debtor under the Federal Bankruptcy Code or any similar federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the properties and assets of the Company, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due or declare or effect a moratorium on the Company debt or take any action in furtherance of any action;

(v) without first obtaining the consent of the holder(s) of the Mortgage, amend, modify or alter these Articles in any material respect;

(vi) merge or consolidate with or into any other entity.

Notwithstanding the foregoing and so long as any obligation secured by the Mortgage remains outstanding and not discharged in full, neither the Members nor the Managing Member shall have any authority to take any action in items (i) through (vi) and (v) and (vi) or make any material amendment to these Articles without the prior written consent of the holder of the Mortgage.

ARTICLE V

TITLE TO COMPANY PROPERTY; INDEMNIFICATION

All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in any Company property in its individual name or right, and each Member's Membership Interest shall be personal property for all purposes.

Notwithstanding any provision hereof to the contrary, the following shall govern: any indemnification of the Company's Members shall be fully subordinated to any

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obligations respecting the Property and shall not constitute a claim against the Company in the event that cash flow is insufficient to pay such obligations.

ARTICLE VI
SEPARATENESS/OPERATIONS MATTERS

Notwithstanding any provision hereof the contrary, the following shall govern: For so long as any mortgage lien exists on the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in these articles of organization, the limited liability company shall conduct its affairs in accordance with the following provisions:

- (a) maintain books and records and bank accounts separate from those of any other person;
- (b) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (c) hold regular meetings, as appropriate, to conduct the business of the Company, and observe all customary organizational and operational formalities;
- (d) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (e) prepare separate tax returns and financial statements, or if part of a consolidated group, then it will be shown as a separate member of such group;
- (f) allocate and charge fairly and reasonably any common employee or overhead shared with affiliates;
- (g) transact all business with affiliates on an arm's-length basis and pursuant to enforceable agreements;
- (h) conduct business in its own name, and use separate stationery, invoices and checks;
- (i) not commingle its assets or funds with those of any other person;
- (j) not assume, guarantee, pay the debts or obligations of or pledge its assets for the benefit of any other person, including an affiliate;
- (k) shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its affiliates and shall allocate fairly and reasonably any overhead for shared office space;

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(l) not guarantee or become obligated for the debts of any other entity, including any affiliate or hold out its credit as being available to satisfy the obligations of others; and

(m) shall pay any liabilities out of its own funds, including salaries of any employees, not the funds of any affiliate.

For purposes of this Article VI, the following terms shall have the following meanings:

"affiliate" means any person controlling or controlled by or under common control with the limited liability company including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the Company, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this Company, or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

ARTICLE VII EFFECT OF BANKRUPTCY, DEATH OR INCOMPETENCY OF A MEMBER.

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such Member shall have all the rights of such Member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute Member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company Interest shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Member.

Notwithstanding any provision hereof to the contrary, the following shall govern: To the extent permissible under applicable federal and state tax law, the vote of a majority-in-interest of the remaining members is sufficient to continue the life of the

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Company. If such vote is not obtained, for so long as the mortgage lien exists on the Property the Company shall not liquidate the Property without first obtaining approval of the mortgagees holding the Mortgage. Such holders may continue to exercise all of their rights under the Mortgage until the debt underlying the Mortgage lien has been paid in full or otherwise completely discharged.

ARTICLE VIII
VOTING

Notwithstanding any provision hereof to the contrary, the following shall govern: When acting on matters subject to the vote of the Members, notwithstanding that the Company is not then insolvent, all of the Members shall take into account the interest of the Company's creditors, as well as those of the Members.

ARTICLE IX
ADDRESS OF REGISTERED AGENT IN THIS STATE

The name and address of the initial registered agent in the State of Florida, whose Consent to Appointment as Registered Agent accompanies these Articles of Organization are: David Baitinger at 5911 Granada Boulevard, Coral Gables, Florida, 33146.

The undersigned has executed these Articles of Organization on the 4TH day of November, 2004.

ALPHA MILLENNIUM LLC

By: Applied Millennium Corp., its Managing Member

By:

David Baitinger
David Baitinger, President

The undersigned, named as the registered agent in Article VIII of these Articles of Organization, hereby accepts the appointment as such registered agent, and acknowledges that he is familiar with, and accepts the obligations upon registered agents under, the Florida Limited Liability Company Act, including specifically Section 608.415.

David Baitinger
David Baitinger, Registered Agent

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