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LIMITED LIABILITY COMPANY

Clearwater Yellow Cab, LLC

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ARTICLES OF ORGANIZATION OF CLEARWATER YELLOW CAB, 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 Clearwater Yellow Cab, LLC.

ARTICLE II

The Company shall, as its purpose, (a) acquire, from time to time, tangible and intangible assets comprising (or otherwise associated with or supportive of) a transportation business serving individuals and operating in the vicinity of Pinellas County, Florida ("Assets"), (b) acquire, from time to time, capital stock or other equity rights in one or more firms in the aforementioned industry (the "Business"), (c) own and/or operate, whether alone or jointly, one or more firms in the Business, and/or (d) commit to (and/or engage in) further undertakings 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 IX, 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 33409, (b) locates its registered office at 321 Royal Polindana 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 646 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 VII

1. The Company shall designate agents ("Agents") with authority to represent and bind the Company to the degree permitted by Subarticle VIII(2), although each Agent (other than any Agent that happens to also hold one or more M-Units) shall so serve subject to the authority of any Manager.

2. The Manager (or, if the Company has two or more Managers, a majority of the Managers) may from time to time appoint any individual to (and may from time to time dismiss any individual from) each and any office of authority reserved to the Agents, as delineated in the following table:

Agent's Office

Agent's Authority

CEA

unbridled authority over the Company, the Business and the Assets, including, and extending beyond, all authority afforded the COA, but subject to a prohibition against (a) actions contrary to the Act or this instrument (in any event), and (b) actions contrary to the directives of any Manager (but only if the CEO holds no M-Unit).

COA

unilateral (a) operating authority over the Company, subject to prohibitions against actions contrary to the Act, this instrument or the directives of the CEA, and (b) authority to negotiate and execute, on behalf of the Company — and to vote all stock and other equity held by the Company in any and all subsidiaries, to cause such subsidiaries to — negotiate and execute contracts, certificates, filings, instruments and other documents appropriate to effect or facilitate the Company's direct or indirect purchase, creation, extension, reconstitution, diminution or improvement of the Business and any one or more constituent assets thereof, and (c) authority to negotiate and execute, on behalf of the Company, contracts, certificates, filings, promissory notes, security agreements, mortgages and other documents appropriate to facilitate the Company's borrowing, and to secure or better secure the Company's borrowing, of sums lent by one or more financiers, via the COA's discretionary binding of the Company to (i) pay debt service, fees and reimbursements, (ii) pledge and otherwise encumber some or all of the Assets, and (iii) obey covenants to support debt and govern Business operations

CFA

responsibility for the accounting and safekeeping of the Company's funds and passive investments, subject to the directives of the CEA

CAA

responsibility for the certification and safekeeping of the Company's records and agreements, subject to the directives of the CEA

3. The longest-serving incumbent Manager shall fill any vacancy in any or all of the four offices, and, until their respective successors shall replace them pursuant to Subarticle VIII(2), (a) Giffan F. Meatha shall serve as initial CEA and CFA, and (b) Daniel Ret shall serve as initial COA and CAA.

4. Nothing in this Article VIII shall diminish the authority otherwise afforded any Manager under (a) the Act, (b) the other provisions of this instrument, or (c) any applicable and effective agreement

ARTICLE IX

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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 IX 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 IX(5) or IX(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) January 1, 2055, (b) the unanimous consent of the Members, or (c) the Company's disposition of all or substantially all of its tangible property.

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 29th day of November, 2004 constitutes his and Mr. Meathe's affirmation under penalties of perjury of the accuracy of all facts stated herein.

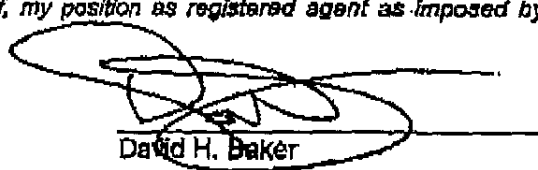
Stuart D. Logan

PAUL H. ROSE, LLC

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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 609 of the Florida Statutes.


David H. Baker

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