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(Requestor's Name)

(Address)

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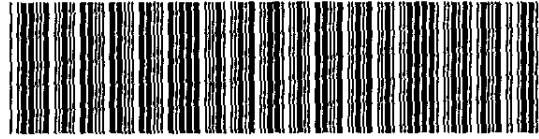
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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TALLAHASSEE, FLORIDA

J. BRUNN DEC 14 2004

*Holly Eakin Moody P.A.*  
*Attorney at Law*

*2900 East Oakland Park Boulevard*  
*Fort. Lauderdale, Florida 33306-1888*

*Telephone (954) 566-7417*  
*Fax (954) 565-2392*

December 1, 2004

Corporate Records Bureau  
Divisions of Corporations  
Department of State  
409 East Gaines Street  
Tallahassee, FL 32399

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TALLAHASSEE, FLORIDA

RE: Articles of Organization for **The Collins 1508, LLC**

Gentlemen:

Please find enclosed herewith one original executed Articles of Organization for The Collins 1508, LLC together with a copy for filing under the laws of the State of Florida.

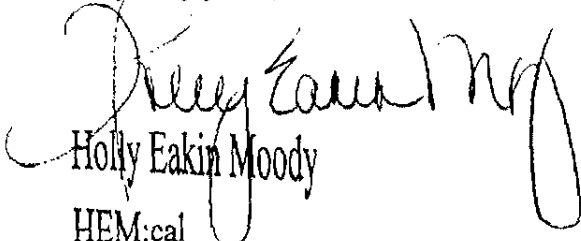
I am also enclosing herewith my check in the amount of \$125.00 as payment of the following items:

Filing Fee	\$100.00
Registered Agent Fee	25.00

When you have completed the filing of this LLC, will you please furnish me a copy of same.

Thanking you for your cooperation in this matter and with best regards, I am,

Very truly yours,

  
Holly Eakin Moody

HEM:cal  
Encls.

**ARTICLES OF ORGANIZATION FOR  
FLORIDA LIMITED LIABILITY COMPANY  
THE COLLINS 1508, LLC**

FILED  
2004 DEC -7 PM 2:19  
CLERK OF CIRCUIT COURT  
MIAMI BEACH, FLORIDA

**ARTICLE I**

**Name**

The name of the Limited Liability Company is: **THE COLLINS 1508, LLC.**

**ARTICLE II**

**Address**

The mailing address of the principal office of the Limited Liability Company is **3552 NE 167th Street, North Miami Beach, FL 33160.**

**ARTICLE III**

**Duration**

The period of duration for the Limited Liability Company shall be perpetual.

**ARTICLE IV**

**Management**

The Limited Liability Company is to be managed by its members and the name and addresses of its managing members are:

**JEFF J. WYCKOFF  
3552 NE 167<sup>th</sup> Street  
N. Miami Beach, FL 33160**

**MARY M. WYCKOFF  
3552 NE 167<sup>th</sup> Street  
N. Miami Beach, FL 33160**

ARTICLE V

Registered Agent

The name of the registered agent for the Limited Liability Company is: **MARY M. WYCKOFF.**

ARTICLE VI

Purpose

The Limited Liability Company's (the "Company's") business and purpose shall consist solely of the ownership, operation and management of the property known as **THE COLLINS 1508, LLC** located at **6917 Collins Avenue, #1508, North Miami Beach, Florida 33141**, Miami Dade County, Florida (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith.

ARTICLE VII

Title to Company Property

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 interest in the Company shall be personal property for all purposes.

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STATE OF FLORIDA  
TALLAHASSEE, FLORIDA

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TALLAHASSEE, FLORIDA

ARTICLE VIII

Separateness/Operation Matters

The Company shall conduct its business and operations 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 and maintain a sufficient number of employees in light of its contemplated business operations;
- (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 or pay the debts or obligations of any other person;
- (k) pay its own liabilities out of its own funds;
- (l) not acquire obligations or securities of its members;

- (m) not pledge its assets for the benefit of any other entity or make any loans or advances to any entity;
- (n) correct any known misunderstanding regarding its separate identity;
- (o) intend to maintain adequate capital in light of its contemplated business operations; and
- (p) maintain all required qualifications to do business in the state in which the Property is located.

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CLERK OF CIRCUIT COURT  
JACKSONVILLE  
FLORIDA

**ARTICLE IX**

**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. The foregoing shall apply to the extent permitted by applicable law.

By:   
JEFF J. WYCKOFF

By:   
MARY M. WYCKOFF

**REGISTERED AGENT AND ACCEPTANCE**

Having been named to accept service of process for the above stated limited liability company at the address designated in this certificate pursuant to the provisions of Section 608.415, Florida Statutes, the undersigned corporation hereby agrees to act in this capacity, and further agrees to comply with the provisions of all statutes relative to the proper and complete discharge of its duties.

*Mary M Wyckoff*  
\_\_\_\_\_  
MARY M. WYCKOFF

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CORPORATION  
TALLAHASSEE, FLORIDA

interest in the Unit by reason of an assignment or otherwise.

12.2 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administration, successors, legal representatives and permitted assignees.

12.3 **Integration.** This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supercedes all prior agreements and understandings pertaining thereto.

12.4 **Waiver.** 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.

12.5 **Counterparts.** This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each party shall become bound by this Agreement immediately upon affixing such party's signature hereto, independently of the signature of any other party.

12.6 **Applicable Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

12.7 **Invalidity of Provisions.** If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

12.8 **Power of Attorney.** Each Member hereby appoints **MARY M. WYCKOFF** as its agent and attorney-in-fact to execute such documents and to take such action as may be necessary to comply with the laws of any jurisdiction requiring the filing of copies of this Agreement or other documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 12 day of November, 2004.

**THE COLLINS 1508, a Florida Limited Liability Company**

By: Mary M. Wyckoff  
**MARY M. WYCKOFF, Managing Member**

By: Jeff J. Wyckoff  
**JEFF J. WYCKOFF, Managing Member**