

MAR-20-06 MON 10:53 AM

Lukacs & Lukacs, P.A.

FAX NO. 305 356-9601

P. 01/05

Page 1 of 1

Division of Corporations

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H06000070571 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850)205-0383

From:

Account Name : LUKACS & LUKACS, P.A.
Account Number : 072037001370
Phone : (305)856-9600
Fax Number : (305)856-3041

EFFECTIVE DATE

03/14/06

FLORIDA/FOREIGN LIMITED LIABILITY CO.

INTREPID ADVENTURES, LLC

Certificate of Status	1
Certified Copy	1
Page Count	04
Estimated Charge	\$160.00

Electronic Filing Menu

Corporate Filing Menu

RECEIVED
06 MAR 20 PM 1:00
DIVISION OF CORPORATIONS

J. BRYAN MAR 21 2006

(((H0600007057 3)))

**Articles of Organization
for
INTREPID ADVENTURES, LLC**

FILED
2006 MAR 20 AM 9:54
TALLAHASSEE, FLORIDA
EFFECTIVE DATE
03/19/06

The undersigned, for the purpose of forming a limited liability company under the Florida Limited Liability Company Act, Chapter 608 of the Florida Statutes, does hereby make, acknowledge, and file the following Articles of Organization:

- I. Name of Company. The name of the limited liability company (which is referred to herein as the "Company") being formed by these Articles of Organization shall be: **INTREPID ADVENTURES, LLC**
- II. Classes or Groups of Membership in the Company. The Company is authorized, but not required, to issue two classes of membership interests in the Company, designated as "Class A" voting interests and "Class B" non-voting interests. The holders of the Class A voting interests shall have exclusive voting rights on all matters (which holders are referred to herein as "Class A Members"). The holders of the Class B non-voting interests shall have no right to vote, no right to participate in the management of the Company, and no right to elect any manager (which holders are referred to herein as the "Class B Members"). Any operating agreement of the Company may re-name the classes of membership interests as designated above in this paragraph.
- III. Capital Contributions; Additional Capital Contributions. The members of the Company shall contribute to the capital of the Company in the form of cash, property or services rendered, or a promissory note or other obligation to contribute cash or property or to perform services, as may be set forth in a separate document titled "Capital Contribution Requirements." Any member that fails to make his, her or its required contribution to the capital of the Company shall be subject to the penalties for, or consequences of, such failure as may be specified in the Capital Contribution Requirements or in any operating agreement of the Company. Each member shall make additional capital contributions to the Company only upon the approval and unanimous written consent of all Class A Members.
- IV. Operating Agreement. The power to adopt, alter, amend or repeal any operating agreement of the Company (referred to herein as the "Operating Agreement") shall be vested in the Class A Members, provided that such power be in compliance with the laws of Florida governing a limited liability company and provided further, however, the Class A Members may delegate such power to any named manager of the Company. The Operating Agreement may contain any provisions for the operation, regulation and

Robin A. Lukacs, Esquire
Lukacs & Lukacs, P.A.
1825 Coral Way
Miami, Florida 33145
Florida Bar No. 521787

FILED
2006 MAR 20 AM 9:54
TALLAHASSEE, FLORIDA

(((H0600007057 3)))

management of the affairs of the Company not inconsistent with law or these Articles of Organization. The Company shall not be required to have an Operating Agreement.

- V. Admission of New Members. No additional members shall be admitted to the Company except in accordance with the terms and conditions of the Operating Agreement, if any; provided, however, that if there is no Operating Agreement then in effect no additional members shall be admitted to the Company except upon the unanimous written consent of all Class A Members and, then, only upon such terms and conditions as shall be determined by all of the Class A Members, in their absolute discretion.

- VI. Transfer of Membership Interest. A member may transfer his, her or its interest in the Company only as set forth in the Operating Agreement of the Company then in effect, if any; provided, however, that if there is no Operating Agreement then in effect or if the Operating Agreement then in effect does not address the transfer of membership interests, a member may transfer his, her or its interest in the Company only upon the unanimous written consent of all Class A Members (other than, and not including, the member proposing to dispose of its interest if he, she or it is a Class A member).

The transferee of any membership interest shall have no right to participate in the management of the business and affairs of the Company or become a member except as set forth in the Operating Agreement of the Company then in effect, if any; provided, however, that if there is no Operating Agreement then in effect or if the Operating Agreement then in effect does not address the transfer of membership interests, the transferee of any membership interest shall have no right to participate in the management of the business and affairs of the Company or become a member except upon the prior unanimous written consent and approval of all Class A Members (other than, and not including, the member proposing to transfer its interest if he, she or it is a Class A member).

- VII. Duration of Company. The Company's existence shall be perpetual, unless the Company is earlier dissolved as provided in these Articles of Organization or as required by law.
- VIII. Termination of Company Existence. The Company shall be dissolved on the death, bankruptcy, or dissolution of a member or on the occurrence of any other event that terminates the continued membership of a member in the Company, unless the business of the Company is continued by the consent of all of the remaining members. The Company shall also be dissolved upon the unanimous vote of all Class A Members.
- IX. Manager-Managed Company. The Company shall may have a board of managers consisting of at least one person or company, which may be, but are not required to be, a member of the Company. The number of managers may be increased or decreased from time to time by a resolution of the majority of the Class A Members, but shall never be less than one. The Company shall be a manager-managed company and shall be managed by one or more managers in accordance with Florida law and the Operating Agreement, if any. The managers may, but are not required to, employ individuals to

(((H06000070571 3)))

serve as officers of the Company and to manage the day to day affairs of the Company pursuant to the direction of the board of managers. The name and address of the initial and sole manager of the Company is:

Robin A. Lukacs
1825 Coral Way, Suite 102
Mail Stop: LLPA 5334
Miami, Florida 33145

- X. ~~Informal Member Action~~. Any action that may be taken at a meeting of members of the Company may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by the requisite number of members entitled to vote upon such action and same is submitted to the Company for filing as part of the Company records.
- XI. ~~Informal Manager Action~~. Any action that may be taken at a meeting of managers of the Company may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by the requisite number of managers entitled to vote upon such action and same is submitted to the Company for filing as part of the Company records.
- XII. ~~Indemnification~~. The Company may indemnify any member, manager, officer or director, or any former member, manager, officer or director in the manner set out and provided for in the Operating Agreement of the Company.
- XIII. ~~Organizing Member~~. The name and address of the organizing Member is as follows:
- Robin A. Lukacs**
1825 Coral Way, Suite 102
Mail Stop: LLPA 5334
Miami, Florida 33145
- XIV. ~~Company Address~~. The initial mailing address and street address of the principal office of the Company is:
- 1825 Coral Way, Suite 102**
Mail Stop: LLPA 5334
Miami, Florida 33145
- XV. ~~Registered Agent~~. The name and street address of the Company's initial registered agent is:

Robin A. Lukacs
1825 Coral Way, Suite 102
Mail Stop: LLPA 5334
Miami, Florida 33145

The undersigned, having been named as registered agent and to accept service of

(((H06000070571 3)))

process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, Florida Statutes.

By: 
Robin A. Lukacs

XVI. Effective Date of Company Existence. The Company's effective date of existence shall be March 14, 2006.

The undersigned, as organizing member of the Company, has executed these Articles of Organization in the State of Florida, on March 14, 2006.

By: 
Robin A. Lukacs

FILED
2006 MAR 20 AM 9:54
TALLAHASSEE FLORIDA

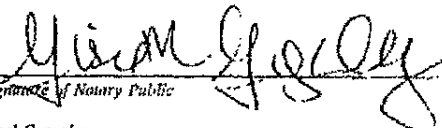
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The preceding or attached instrument was acknowledged before me on March 14, 2006, by Robin A. Lukacs who is personally known to me.



Gisela M Gonzalez
My Commission CD282908
Expires February 08, 2008

Place notary seal and commission expiration stamp above this line.


Gisela Gonzalez
Print or Type Name of Notary Public