

**McClaskey
&
Farr**

Attorneys and Counselors
at Law

Robert M. McClaskey, Jr., CPA
Neal E. Farr, LL.M.

1501 Madruga Avenue
Suite 120
Coral Gables, Florida 33136

Area Code 305
609-4000

Key West
203-0960

Fax
203-9006

Paralegals
Lucy F. Gutierrez, C.A.
Aileen Conklin

A Partnership of
Professional Associations

L9500000290

March 16, 1995

EFFECTIVE DATE

Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

000000143858345
03/22/95--011041--001
++++302.50++++302.50

Re: CAM FILM WORKS, L.C.
ARTICLES OF ORGANIZATION

4000001457024
-04/14/95--01076--010
++++35.00++++35.00

To Whom It May Concern:

Enclosed are the following items:

1. Original and one copy of the Articles of Organization;
2. Check in the amount of \$302.50; and,
3. Self-addressed stamped envelope.

Please forward the certified copy of the Articles to me in the enclosed envelope.

If you have any questions or require any additional information, please contact me.

Thank you for your attention in this matter.

Very truly yours,

Leyani Roman

Leyani Roman
Legal Assistant to
Neal E. Farr

lr

Enclosures

FILED
MAR 12 1995
TALLAHASSEE, FLORIDA

DMY
4/13/95

285.00 - F.F.
52.50 - C.C.
337.50

3/22/95
11/11/95
11/15/95



FLORIDA DEPARTMENT OF STATE
Sandra B. Morham
Secretary of State

March 22, 1995

LEYANI ROMAN
MCCLASKEY & FARR ATTORNEYS AND COUNSELOR
1550 MADRUGA AVE., SUITE 120
CORAL GABLES, FL 33146

SUBJECT: CAM FILM WORKS, L.C.
Ref. Number: W9500006409

We have received your document for CAM FILM WORKS, L.C. and your check(s) totaling \$302.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

An affidavit is required pursuant to section 608.407(2), Florida Statutes, declaring the following: (1) the limited liability company has at least two members; (2) the actual amount of cash contributions; (3) the agreed value of any property other than cash contributed; and (4) the total amount of cash or property anticipated to be contributed by the members.

There is a balance due of \$35.00.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6929.

Brendolyn Bruton
Corporate Specialist

Letter Number: 095A00013011

ARTICLES OF ORGANIZATION

-of-

CAM FILM WORKS, L.C.

FILED
95 APR 12 AM 11:00
TALLAHASSEE, FLORIDA

The undersigned hereby associate themselves for the purpose of forming a limited liability company under the laws of the State of Florida, by and under the provisions of Chapter 608 of the Statutes of the said State of Florida, providing for the formation, rights, privileges, immunities and liabilities of limited liability companies.

ARTICLE I

The name of the limited liability company is **CAM FILM WORKS, L.C.**

ARTICLE II

The general nature of the business to be conducted and carried on by this Company is:

A. To render general contracting services to Municipal, State and Federal governments and governmental agencies together with private industry. The Company shall also have such rights and powers as shall be provided by Florida Statutes, Chapter 608, and specifically Section 608.404 as presently enacted and as it may from time to time be amended.

B. The Company may make bylaws not inconsistent with the Constitution or laws of the United States, the State of Florida, or with these Articles of Organization.

ARTICLE III

A. The Members are authorized to admit additional members upon the payment by each additional member of a pro-rata capital contribution which shall be determined by the unanimous written decision of the then members. In such event, amended articles of organization shall be prepared and filed.

B. All contributions by members shall be solely of cash or property.

C. No member shall receive any salary or drawing for services rendered on behalf of the company in his, her or its respective capacity as member, nor shall any member receive any interest on his, her or its contribution to the capital of the company. Notwithstanding anything to the contrary in this Agreement, the manager shall be reimbursed currently for all expenses, fees and other disbursements incurred by the manager on behalf of the company.

D. Anything to the contrary herein notwithstanding, the Company shall have no power to make any payment to a member with respect to that member's contribution to the capital of the company without the consent of all of the members and at a time when the company is insolvent or when such payment would make it insolvent or in any manner or at any time which would violate the provisions of Florida Statutes, Section 608.427. Notwithstanding the foregoing, a member may demand return of any part or all of the member's respective contribution to capital in accordance with the provisions of Florida Statutes, Section 608.427(2).

ARTICLE IV

A. Each member shall contribute to the capital of the company the cash amount set opposite the member's name. Additional contributions, if any, to the capital of the company shall be made pro-rata by the members in accordance with their respective following original capital contributions. No additional capital contributions are currently intended.

CLARIN, INC., 11857 Sandlake Drive, Boca Raton, Florida 33428.

\$900.00

JAG, INC., 90 Edgewater Drive, #1119, Coral Gables, Florida 33133.

\$100.00

B. The net profits of the company, and the net proceeds resulting from the sale, mortgage, refinancing, and condemnation of any property held by it shall be divided among, and any losses shall

be born by each of the members pro-rata in accordance with the respective member's individual investment and capital contributions. Initially the members respective pro-rata shares shall be as follows:

CLARIN, INC. 90%

JAG, INC. 10%

The term "net profits" of the company shall mean net profits derived from the property owned by the company as ascertained through the use of generally accepted accounting practices. The following exceptions, however, shall apply:

1. Depreciated building, improvements, furniture, fixtures, furnishings and equipment shall not be taken into account;
2. Mortgage amortization paid by the company shall be considered a deduction;
3. All amounts expended by the company in the discretion of the manager, if any, for capital improvements shall be considered a deduction;
4. A reasonable reserve as determined by the manager, if any, shall be deducted to provide funds for improvements or for any other contingencies of the company; and,
5. Proceeds of loans, refinancing, or additional contributions by a member shall not be considered.

The net profits of the company shall be distributed at the discretion of the manager, if any, but not less frequently than annually. Upon the sale of real property distribution shall be made of the net closing proceeds not later than forty-five (45) days following the closing of such sale.

C. The liability of any member for the losses of the company shall in no event exceed the amount of the member's respective contribution to the capital of the company or the smallest amount provided under Florida Statutes, Section 608.435.

ARTICLE V

A. The term of the Company shall be from the date of the execution of these Articles of Organization through and including the 31st day of December, 2019. The Company, however, shall be dissolved prior to such date upon the occurrence of any of the following events:

1. Any disposition by the Company of its entire interest in all of the property described hereinabove, including any mortgage or leasehold interest which the Company may acquire in exchange therefor;
2. The unanimous written decision of the members to dissolve the Company;
3. As otherwise provided under the provisions of Florida Statutes, Sections 608.427; 608.441 and 608.448.

B. Upon the death or dissolution of a member or the assignment of the member's interest in the company, the remaining members may vote in person or by proxy or by any other method to not dissolve or terminate the company. In the event of assignment, death or dissolution of the member, the former member's representative, receiver, trustee, or assignee shall have all the rights of the former member's interest therein, subject to the terms and conditions of this Agreement.

C. Upon the termination or dissolution of the company, the manager shall proceed to liquidate the assets thereof which shall be applied and distributed in the following order of priority:

1. To the payment of the company's debts and liabilities, and the expense of liquidation.
2. To the creation of reserves as may be deemed necessary by the manager for the satisfaction of any contingent or unforeseen liabilities or obligations of the company or of the manager arising out of or in connection with the operation, termination or dissolution of the company. Such reserve shall be held in an escrow account by an escrow agent to be determined by the manager.

3. To the repayment of all loans or advances made by any member to or for the company. In the event there are insufficient funds for the full satisfaction of such repayment, then payment shall be pro-rata.

4. Any balance remaining shall be distributed among the members in accordance with their respective percentage interests as set forth hereinabove.

5. The members shall be furnished with a statement prepared by the company's then accountants which shall set forth the assets and liabilities of the company as of the date of liquidation and reflecting the distribution of the assets thereof.

D. No member shall have the right to demand or receive property other than cash in return for its contribution. No member shall have priority over any other member either as to contributions to capital or as to compensation by way of income.

E. Upon dissolution or termination, the manager shall have the duty to execute, acknowledge and cause to be filed a statement of intent to dissolve and articles of dissolution pursuant to the provisions of the Florida Statutes.

ARTICLE VI

The name and street address of the initial registered agent and registered office of this Company is:

Registered Agent:

NEAL E. FARR, ESQUIRE

1550 Madruga Avenue, Suite #120, Coral Gables, Florida 33146

Company:

CAM FILM WORKS, L.C.

90 Edgewater Drive, #1119, Coral Gables, Florida 33133

However, this Company may, from time to time, move the principal office to any other address in Florida, and shall have the right and power to transact business and establish offices within and without the State of Florida, and in foreign countries, as may be necessary or convenient.

ARTICLE VII

A. For convenience, the Members have determined that the Company shall have one (1) Manager initially. The number of Managers may be increased or decreased from time to time by a majority vote of the Members. The name and address of the first Manager is:

CLARIN, INC. and JAG, INC., 90 Edgewater Drive, #1119, Coral Gables, Florida 33133

B. A majority vote of the members may elect to dispense with the position of Manager and may reserve management of the Company to the members in proportion to their respective capital accounts from time to time. In such event, amended Articles of Organization shall be prepared and filed.

C. The members reserve the right to adopt, alter, amend or repeal the regulations of the company. A majority of the members may elect to vest the foregoing powers in a manager or managers.

D. A majority vote of the members shall be determined by reference to the respective capital accounts of the members from time to time.

ARTICLE VIII

A. The manager shall have the sole authority to borrow or lend money, and to make, deliver, or accept any commercial paper or execute any mortgage, security interest, bond, lease, purchase, or contract to purchase or sell any property owned by or for the benefit of the company. If the Members have determined that the company shall have a manager, no member shall have any right to participate in the management of the company business. If there shall not be an acting manager all of the members shall have a right to participate in the company's business in accordance with their respective capital accounts.

B. The manager shall have the power to employ brokers, agents, contractors, subcontractors, accountants, attorneys, and such other persons and services as the manager shall from time to time determine. The fact that a member, or a relative of a member, is employed by, or directly or indirectly interested in or connected with any person, firm, or corporation employed by the company to render or perform a service, or from which the company may purchase any property, shall not prohibit the manager from employing such person, firm or corporation, or from otherwise dealing with him, her or it.

C. The manager shall maintain the following records at the company office:

1. A current list of the full names and last known business addresses of all members, and identifying each.

2. A copy of the Articles of Organization and all certificates of amendment thereto together with executed copies of any powers of attorney pursuant to which any certificate was executed.

3. Copies of the company's federal, state and local income tax returns and reports, if any, for the three (3) most recent years. Copies of any written agreements between the members currently in effect and of any financial statements of the company issued within the three (3) most recent years. Records of all bank, checking or other financial accounts of the company.

4. Any and all other records required to be kept pursuant to Florida Statutes.

D. Company funds shall be deposited in such account or accounts as the manager shall designate; and, withdrawals from such accounts shall be made upon such signature or signatures as the manager may designate.

E. Any deed, bill of sale, mortgage, security agreement, lease, contract of sale, note or other commitment purporting to convey or encumber the interest of the company in all or any portion of any real or personal property at any time held in the name of the company shall be executed by the manager (if any) without the necessity of written evidence of the agreement of any member. No person entering into any contract, agreement or any other of the foregoing documents shall be required to obtain the

consent of any member, the execution by the manager being prima facie evidence and conclusive proof of the consent of the members to the execution and delivery thereof.

F. By regulations the members may confer powers upon the Manager in addition to the foregoing.

ARTICLE IX

No contract or other transaction between the Company and any other firm or corporation shall be affected or invalidated by reason of the fact that any one or more of the Managers or members of this Company is, or are, interested in, or is a member, stockholder, manager or officer of such other firm or corporation; and any manager or member or members, individually or jointly, may be a party or parties to, or may be interested in, any contract or transaction of this Company or in which this Company is interested.

ARTICLE X

Any member may assign its interest and capital account in the company without the consent of the other members, provided that the member and its assignee shall execute such instruments as the manager may reasonably deem necessary to effectuate such assignment and shall furnish the manager with duplicate original copies thereof.

IN WITNESS WHEREOF, the parties to these Articles of Organization have hereunto set their hands and seals this 10th day of March, 1995.

CLARIN, INC.

Claudia Kins
By: _____, President

ATTEST

Gara Vetter
Secretary

JAG, INC.

Gara Vetter
By: _____, President

ATTEST

Claudia Kins
Secretary

STATE OF FLORIDA)

COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, a Notary Public, duly authorized in the State and County named above, to take acknowledgements, personally appeared

Claudia Ridd and Zara Vitto
President Secretary

Respectively of:

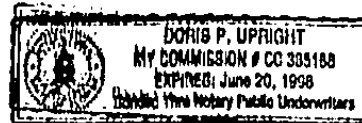
CLARIN, INC.

who are either respectively known to me or who produced their respective CLAUDIA RIDD AND ZARA VITTO identification and who executed the same.

WITNESS my hand and official seal in the County and State named above this 10th day of May, 1995.

My commission expires:

Doris P. Upright
NOTARY PUBLIC, State of Florida



STATE OF FLORIDA)

COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, a Notary Public, duly authorized in the State and County named above, to take acknowledgements, personally appeared

Zara Vito and Claudia Kind
President Secretary

Respectively of:

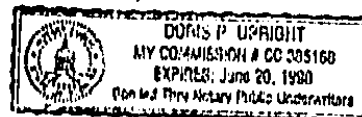
JAG, INC.

who are either respectively known to me or who produced their respective ZARA VITO AND CLAUDIA KIND identification and who executed the same.

WITNESS my hand and official seal in the County and State named above this 10th day of Mar, 1995.

My commission expires:

Don P. Upright
NOTARY PUBLIC, State of Florida



FILED

95 APR 12 AM 11:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACKNOWLEDGEMENT

Having been named to accept service of process for the above Limited Liability Company, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of the Florida Statutes, Chapter 608, relative to keeping open said office.

BY:

NEAL E. FARR, ESQUIRE

ccplcom-hd.igt

AFFIDAVIT

FILED
25 APR 12 AM 11:00
TALLAHASSEE, FLORIDA

STATE OF FLORIDA

COUNTY OF DADE

Before me, the undersigned authority, personally appeared NEAL E. FARR who being by me duly sworn, on oath, deposes, warrants and says:

1. That of his own knowledge, there are not less than two members of CAM FILM WORKS, L.C., whose identities and initial capital contribution are as follows:

Clarín, Inc. \$ 900.00

JAG, Inc. \$ 100.00

2. That no real or personal property has been contributed as part of the initial capital contribution.

3. That there are no additional capital contributions of either cash or property currently anticipated.

FURTHER AFFIANT SAYETH NAUGHT.

NEAL E. FARR

STATE OF FLORIDA

COUNTY OF DADE

Sworn to and described before me this 27th day of March, 1995, by NEAL E. FARR who is personally known to me or who has produced his Florida driver's license as identification.

My Commission Expires:

Printed Name:
NOTARY PUBLIC

LEYANI ROMAN


OFFICIAL NOTARY SEAL
LEYANI ROMAN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC189612
MY COMMISSION EXP. MAR. 29, 1996

FILE NOW: Fee after May 1, will be \$263.75

APPROVED
AND
FILED

APR 19 1996

SECRETARY OF STATE
FLORIDA

LIMITED LIABILITY COMPANY ANNUAL REPORT 1996		FLORIDA DEPARTMENT OF STATE Sandra B. Morham Secretary of State DIVISION OF CORPORATIONS
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FILING FEE \$ 238.75	Annual Report \$100.00 + \$138.75 Corporation Supplemental Fee Make Check Payable To: FLORIDA DEPARTMENT OF STATE
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1. Name and Mailing Address of Limited Liability Company	DOCUMENT #L95000000290
CAM FILM WORKS, L.C. 90 EDGEWATER DRIVE, #1119 CORAL GABLES FL 33133	

1a. Principal Place of Business Address
90 EDGEWATER DRIVE, #1119 CORAL GABLES FL 33133

If above mailing address is incorrect in any way, line through incorrect information and enter correction in Block 2a

2. Principal Place of Business		2a. Mailing Address		3. Date Organized or Qualified	3a. State of Formation
Suite, Apt. #, etc.		Suite, Apt. #, etc.		04/12/1995	FL
City & State		City & State		4. FEI Number	<input type="checkbox"/> Applied For <input type="checkbox"/> Not Applicable
Zip		Zip		65-0872773	
Country		Country		5. Date of Last Report	6. Certificate of Status Desired
					SA 75 Additional Fee Required <input type="checkbox"/>

7. Name and Address of Current Registered Agent	8. Name and Address of New Registered Agent
FARR, NEAL E 1550 MADRUGA AVENUE SUITE #120 CORAL GABLES FL 33146	Name Street Address (P.O. Box Number is Not Acceptable) Suite, Apt. #, etc. City FL Zip Code

9. Pursuant to the provisions of Sections 608.416 and 608.508, Florida Statutes, the above-named limited liability company submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by affirmative vote of a majority of the members. I hereby accept the appointment as registered agent, and accept the obligations.

SIGNATURE _____ DATE _____
(Registered Agent Accepting Appointment) (FOI Registered Agent signature required when terminating)

10. Title	Managing Members/Managers	Business Street Address	City, State and Zip Code
MGR	CLARIN, INC.	90 EDGEWATER DRIVE, #1119	CORAL GABLES FL
MGR	JAG, INC.	90 EDGEWATER DRIVE, #1119	CORAL GABLES FL

RECEIVED 1 7:44 2000
04/25/96 0103-001
***238.75 ***238.75

APB

11. I do hereby certify that the information supplied with this filing is voluntarily furnished and does not qualify for the exemption stated in Section 119.07(3)(k), Florida Statutes. I further certify that the information indicated on this annual report is true and accurate and that my signature shall have the same legal effect as if made under oath, that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes, and that my name appears in Block 10, or on an attachment with an address.

SIGNATURE: Clara K. Des. 2-6-96

Signature and this document shall be signed by the managing member, receiver or trustee.

Date

Signature Name