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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

- BOC Hotel, L.L.C.
 (Corporation Name) (Document #)
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W. P. Verifier	<i>[Signature]</i>

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input checked="" type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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 DEPARTMENT OF STATE
 DIVISION OF CORPORATIONS
 TALLAHASSEE, FLORIDA

Examiner's Initials

ARTICLES OF ORGANIZATION

OF

BDC HOTEL, L.L.C.

The undersigned, acting as Incorporator, desiring to form a limited liability company for profit pursuant to the Florida Limited Liability Company Act, adopts the following Articles of Organization for such limited liability company:

ARTICLE I

NAME

The name of this limited liability company is BDC HOTEL, L.L.C.

ARTICLE II

DURATION

This limited liability company shall begin its existence as of the filing of these Articles of Organization and shall exist until December 31, 2049 unless dissolved by operation of law.

ARTICLE III

ADDRESS

The street address of the principal office of the limited liability company is 401 W. Colonial Drive, Suite 7, Orlando, Florida 32804 and the mailing address of the principal office of the limited liability company is the same.

ARTICLE IV

MANAGEMENT

The limited liability company is to be managed by a manager or managers and the name and address of such manager who is to serve as manager is:

BDC HOTEL, INC., a Florida corporation
401 W. Colonial Drive, Suite 7
Orlando, Florida 32804

ARTICLE V

ADMISSION OF ADDITIONAL MEMBERS

The Regulations required all members and the Managing Member's (except where members have first refusal rights to purchase another member's interest in the company) approval to admit additional members. The terms and conditions of such admission are as set out on Exhibit "A" attached hereto.

ARTICLE VI

MEMBERS RIGHTS TO CONTINUE BUSINESS

The right to continue business of the company is not affected by the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member. However, in the event of the termination of a member as a managing member, the company will be dissolved but may be reconstituted according to the provisions as set forth in Exhibit "B".

This document has been duly executed and is being filed in accordance with Section 608.407, Florida Statutes.

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IN WITNESS WHEREOF, the undersigned has executed these Articles at Orlando, Florida, this 14th day of January, 1999.

BDC HOTEL, INC., a Florida corporation

By: William H. MacArthur
William H. MacArthur
President
Managing Member

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EXHIBIT "A"
TO
ARTICLES OF ORGANIZATION OF
BDC HOTEL, L.L.C.

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Section 11.4. Further Restrictions on Transfer.

11.4(A). In the event of any transfer or transfers permitted under this Article, the Company Interest so transferred shall be and remain subject to all terms and provisions of this Agreement; the assignee or transferee shall be deemed to have assumed all the obligations hereunder relating to the Company Interests so transferred, shall have such obligations jointly and severally with its transferor and shall agree in writing to the foregoing. Notwithstanding any transfer by any of them, each Member shall remain (as among the Members) primarily and directly liable for performance of all such Members' obligations hereunder. No change in ownership of any Company Interest rights under this Agreement shall be binding upon any other Member until a certified copy of all instruments executed and delivered in connection with such transfer or assignment shall have been delivered to such other Members.

11.4(B). Any Member making or offering to make a transfer of all or any part of his or its Company Interest shall indemnify and hold harmless the Company and all other Members from and against any costs, damages, claims, suits, or fees suffered or incurred by the Company or any such other Member arising out of or resulting from any claims by the transferee of such Company Interest or any offerees of such Company Interest in connection with such transfer or offer.

Section 11.5. Additional Member. An assignee or transferee (other than an existing Member or a Permitted Transferee) of the Company Interest of a Member, or any other Person, may be admitted as an Additional Member only with the consent of the Managing Member, who may grant or deny such consent for any reason, or no reason whatsoever. However, where the Members have first refusal rights under Section 11.3(A) as to a proposed transfer that are not exercised, the Managing Member must consent to the admission of the assignees or transferees as a Member. Any assignee of a Company Interest to whose admission such consent is given shall become and shall have the rights and duties of a Member, and the assigned Company Interest shall thereafter be an Company Interest as to such Additional Member. Any transferee of the Company Interest of a Member shall be entitled only to receive allocations under Article VII and distributions under Article VIII and Section 12.8(B)(2) which are attributable to such assigned Company Interest hereunder until such transferee has been admitted as a Member.

Section 11.6. Duties of Additional Members. Any Person admitted to the Company as an Additional Member shall, prior to such admission, execute an irrevocable power of attorney in form satisfactory to the Managing Member appointing the Managing Member as such person's attorney-

in-fact with full power to execute, swear to, acknowledge, and file all articles and other instruments necessary to carry out the provisions of this Agreement, including without limitation such undertakings as the Managing Member may require for the payment of all fees and costs necessary to effect any such transfer and admission. Such power of attorney shall be a power coupled with an interest, shall be irrevocable, and for any Additional Member who is an individual, shall survive the death, incapacity or legal disability of the Additional Member granting it. Upon admission, such Person shall be subject to all provisions of this Agreement in the place and stead of the assignor as if originally a party hereto. The Managing Member may also require such Person to execute a subscription agreement satisfactory to the Managing Member.

Section 11.7. Representations and Warranties. Notwithstanding anything herein to the contrary, each Member hereby represents and warrants to the Company, and the other Members, that such Member is aware that his or its Company Interest is acquired for investment purposes only; that each Member must bear the economic risk of such Member's investment in the Company for an indefinite period of time because Company Interests have not been registered under the Securities Act of 1933, as amended, or under the securities laws of various states, and, therefore, cannot be sold unless such Company Interest is subsequently registered under the Securities Act of 1933 and any applicable state securities laws or an exemption from registration is available; and that only the Company can take action to register such Company Interest and the Company is under no such obligation and does not propose to attempt to do so.

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EXHIBIT "B"
TO
ARTICLES OF ORGANIZATION OF
BDC HOTEL, L.L.C.

12.5(E). Within ninety (90) days after the date of dissolution of the Company, the Non-Withdrawing Party or Parties may, by unanimous agreement, elect to reconstitute and continue the business of the Company and execute an instrument confirming such fact. The Managing Member shall exercise only such rights, powers and duties necessary to preserve the Company Assets, until the Company is reconstituted or until the Terminating Party (as that term is defined in Section 12.8 hereof) is appointed, if the Company is not reconstituted. In the event the Managing Member is a Withdrawing Party, then a substitute Managing Member may be appointed by Members holding fifty-one percent (51%) or more of the Company Interests to serve until the Company is reconstituted or until the Terminating Party (as that term is defined in Section 12.8 hereof) is appointed, if the Company is not reconstituted. If the Company is reconstituted and, under Subsections 12.5(A), 12.5(B) or 12.5(C), the Company Interest of the Managing Member has not been purchased and a substitute Managing Member has been appointed, the former Managing Member shall continue only as a Member of the Company.

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AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned member or authorized representative of a member of BDC HOTEL, L.L.C. deposes and says:

1. The above named limited liability company has at least two members.

2. The total amount of cash contributed by the members is \$1,000.00.

3. If any, the agreed value of property other than cash contributed by members is N/A. A description of the property is attached and made a part hereto.

4. The total amount of cash or property anticipated to be contributed by members is NONE. This total includes amounts from 2 and 3 above.

BDC HOTEL, INC., a Florida corporation

By: W H MacArthur
William H. MacArthur
President
Managing Member

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CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the limited liability company is BDC HOTEL, L.L.C.
2. The name and address of the registered agent and office is:

William H. MacArthur
401 W. Colonial Drive, Suite 7
Orlando, FL 32804

Having been named as registered agent and to accept service of 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.

W H MacArthur
William H. MacArthur

1/14/99
Date

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