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Silvia Theriss  
1441 SW 11 TERR  
Miami, Fl. 33135

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FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

January 25, 1999

SILVIA THEISS  
1441 S.W. 11 TERR.  
MIAMI, FL 33135

SUBJECT: LEON DE JUDAH, LLC  
Ref. Number: W99000001689

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We have received your document for LEON DE JUDAH, LLC and your check(s) totaling \$285.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must contain both the street address of the principal office and the mailing address of the limited liability company.

The document must contain the name, title, and business address of each managing member or manager who will manage the foreign limited liability company in the state of Florida. Please insert "MGRM" in the title portion for each managing member and "MGR" in the title portion for each manager.

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 (850) 487-6025.

Cathy A Mitchell  
Corporate Specialist

Letter Number: 499A00003105

**REGULATIONS OF  
LEON DE JUDAH, LLC  
A FLORIDA LIMITED LIABILITY COMPANY**

**ARTICLE I  
FORMATION**

- 1.1 The undersigned have formed a Limited Liability Company under the laws of the State of Florida by filing on January 4, 1999, Articles of Organization with the Secretary of State of Florida.
- 1.2 The name of this Company shall be Leon de Judah, L.L.C. ("the Company").
- 1.3 The purpose for which the Company is formed is to engage in any lawful act, business or activity for which limited liability companies may be formed under the laws of the State of Florida and to do any and all other things determined by the Manager(s) to be necessary, desirable or incidental to the foregoing purpose.
- 1.4 The term of the Company shall become effective on the date the Articles of Organization were filed with the Secretary of State of Florida and shall continue thirty (30) years, unless the Company is dissolved earlier pursuant to the provisions of these Regulations or as provided in Florida Revised Statutes.
- 1.5 The location of the principal place of business of the Company shall be 2773 Coral Way, Miami, FL 33145. The Manager(s) may change the principal place of business and establish additional places of business, as they deem necessary or desirable to conduct the business of the Company.
- 1.6 The Company's registered agent for service of process shall be Gerald J. Tobin, who is located at the following address: 2701 S. Bayshore Dr., Ste. 602, FL 33133, Miami, or such other agent as the Manager(s) may designate from time to time.

**ARTICLE II  
MEMBERS**

- 2.1 The names and the business, residence or mailing address of the Member(s) are as follows:  
Silvia Leon Theiss, 1441 S.W. 11 Terrace, Miami, FL 33135; and Robert Theiss, 1441 S.W. 11 Terrace, Miami, FL 33135.
- 2.2 Unless, otherwise decided by resolution of the Member(s), annual meetings of the Members of the Company shall be held on the first (1st) of May of each year, if not a legal holiday in the state in which the meeting shall be held, and if a legal holiday, then on the next business day following beginning at 2:00 p.m., or at any other time and place as the Members may decide by resolution and designate in the notice of the meeting. If the annual meeting or election of a Manager(s) is not held on the day designated herein, the Members shall conduct the election at a meeting of the Members as soon as is convenient. The annual

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meeting shall be for the purposes of electing a Manager(s), considering proposals laid before such meeting, and transacting such other business as may properly be brought before the meeting. The annual meeting shall be held at the principal office of the Company or at such other place as may be designated by the Manager(s), and specified in the notice of such meeting.

2.3 Special meetings of the Members of the Company, for any purpose(s), unless prescribed by statute or by the Articles of Organization of the Company, shall be held when called for by the Manager(s) or when requested in writing by the holders of not less than fifty percent (50%) of then existing contributed capital of the Company, entitled to vote thereat.

2.4 Whenever Members are required or authorized to take any action at a meeting, a written notice of the meeting, stating the place, day and hour of the meeting and the purpose(s) for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date fixed for the meeting, either by hand delivery or by first class mail, to each Member entitled to vote at the meeting. If mailed, notice shall be deemed delivered three days after deposit in the United States mail, addressed to the Member at his or her address as it appears on the books of the Company, with first class postage prepaid. Written waiver by a Member of notice of a Members' meeting, signed by him or her, whether before or after the time stated on the notice, shall be equivalent to the giving of the notice. Any Member may waive notice of any meeting. The attendance of a Member at a meeting shall constitute a waiver of notice of such meeting except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

2.5 Any matter on which the Member(s) are authorized to take action under law, the Articles of Organization or these Regulations, may be taken by the Member(s) without a meeting assembled if written consents to the action by the Member(s) are signed by the Member(s) entitled to vote on the action at a meeting and who hold a majority in interest of the Members, as defined herein, or any greater ownership interest in the Company as may be required by law, by the Articles of Organization or these Regulations.

2.6 Except as may be otherwise provided by law or by the Articles of Organization of the Company, the holders of a majority of the then-outstanding contributed and not returned capital of the Company ("majority in interest of the Members") entitled to vote, represented in person or by written consent, shall constitute a quorum at a meeting of Members. All Members present in person or represented by written consent at the meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, except as prescribed by law or the Articles of Organization. If a quorum is present, the affirmative vote of a majority in interest of the Members represented at the meeting and entitled to vote on the subject matter shall be the act of the Members unless otherwise provided by law, these Regulations or the Articles of Organization of the Company. All questions regarding the qualification of voters and the acceptance or rejection of votes shall be decided by the Manager(s) presiding over the meeting.

2.7 A Member may withdraw after giving three (3) months notice to each nonwithdrawing Member at his or her address as set forth in the records of the Company. Upon withdrawal, any withdrawing Member is

entitled to receive any distribution to which the Member is entitled under these Regulations, and the withdrawing Member is entitled to receive, within a reasonable time after withdrawal, the fair value of the membership interest in the Company as of the date of withdrawal based upon the Member's right to share in distributions from the Company. A Member may not receive a distribution from the Company to the extent that, after giving effect to the distribution, all liabilities of the Company, other than liabilities to Members on account of their ownership interests in the Company, exceed the value of the Company's assets.

2.8 On the death, retirement, withdrawal, expulsion, bankruptcy, or dissolution of a Member, or the occurrence of any other event that terminates the continued membership of a Member in the Company, the remaining Member(s) shall have the right to continue the business on unanimous consent of the remaining Member(s).

### ARTICLE III MANAGEMENT

3.1 The Company shall be managed by one or more Manager(s). The Manager initially is Silvia Leon Theiss. She and all subsequent Manager(s) shall be Members and shall be solely responsible for the management of the Company's business. The Member(s) will determine who may execute instruments and documents on behalf of the Company. The Manager(s) shall possess all rights and powers generally conferred by law and all rights and powers that are necessary, advisable or consistent in connection therewith and with the provisions of these Regulations. A majority vote of the Managers shall bind all of the Managers. The Manager(s) shall also be vested with all specific rights and powers required for or appropriate to the management, conduct or operation of the business of the Company.

3.2 The Manager(s) shall be elected at each annual meeting of Members or at a special meeting called for the purpose of electing the Manager(s), or the Manager(s) may be designated at any time by unanimous written action of the Members.

3.3 The Manager(s) shall hold office until the next annual meeting of the Members, or until their successors are elected and qualify, or until such Manager's resignation, removal from office or death. The Manager(s) may resign at any time by providing an oral statement to that effect at a meeting of the Members or by submitting a writing to that effect to the Members. Such resignation shall take effect immediately or at such other time as such Manager(s) may specify.

3.4 The Managers compensation shall be determined by the Members on an annual basis. The Members shall have authority to approve reasonable compensation of the Manager(s) and to approve reasonable compensation for any Member for the services actually rendered to the Company.

3.5 The annual meeting of the Managers of the Company for the purpose of transacting such other business as may properly be brought before such meeting, shall be held at the principal office of the Company or at such other place as may be designated by the Manager(s), and specified in the notice of such meeting. Each such meeting shall be held on the first (1<sup>st</sup>) day of May of each year.

3.6 Special meetings of the Managers of the Company may be held on any day, when called by any

Manager(s) with reasonable notice.

3.7 Not less than ten (10) nor more than sixty (60) days before the date fixed for a meeting of the Managers, written notice stating the time and place of the meeting and the purpose of such meeting shall be given to each Manager entitled to vote thereat. Such meeting shall be held at such time and place as is specified in the notice thereof. Any Manager may waive notice of any meeting. The attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

3.8 Except as may be otherwise provided by law or by the Articles of Organization, one Manager shall constitute the quorum necessary for the meeting to occur.

#### ARTICLE IV INDEMNIFICATION

4.1 The Company shall indemnify and hold harmless to the fullest extent permitted by law any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Manager or Member of the Company, or is or was serving at the request of the Company as a director, officer, employee, or agent of any other company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlements not exceeding, in the judgment of a majority of the members, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, where he or she had no reasonable cause to believe his or her conduct was unlawful.

4.2 To the extent that a Member or Manager has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 4.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including reasonable attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

4.3 Expenses of each person indemnified hereunder, which are incurred in defending against a civil, criminal, administrative or investigative action, suit or proceeding (including all appeals), or threat thereof, may be paid by the Company in advance of the final disposition of such action, suit or proceeding, if authorized by an affirmative vote of the majority of the Members (whether disinterested or not) at an annual or special meeting, following receipt of a written promise by or on behalf of the Manager or Member to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Company.

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Member of the Company, or who is or was serving at the request of the Company as a Manager, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Company would have the power to indemnify him or her against such liability under the provisions of this Article or of the laws of the State of Florida.

#### ARTICLE V.

##### CAPITAL PROFITS AND LOSSES

5.1. Silvia Theiss has contributed or will contribute to the capital of the Company ~~property~~, as described in the Affidavit attached to the Articles of Organization, ~~valued at~~ approximately \$260.00 (TWO HUNDRED  $\frac{00}{100}$  dollars) for a seventy-five (75%) percent interest in the Company; and Robert Theiss has contributed or will contribute to the capital of the Company the sum of \$100.00 (One hundred dollars) for a twenty-five (25%) percent interest in the Company; for an aggregate capitalization of \$360.00 (Three hundred  $\frac{00}{100}$  dollars).

5.2. The Company's profits and losses will be allocated in proportion to the value of the capital contributions of the Members.

5.3. Subject to law and consistent with the Articles of Organization and these Regulations, distributions shall be made to the Members at the times and in the aggregate amounts determined by the Members. Such distributions shall be allocated among the Members in the same proportion as their capital contributions. No distribution shall be made if after the distribution the Company would not be able to pay its debts as they become due in the usual course of business, or the sum of the Company's total assets would be less than the sum of its total liabilities (except liabilities to Members on account of their contributions, unless otherwise provided in the Articles of Organization).

5.4. A supplemental affidavit declaring the amount of capital contributions of the Members shall be filed with the Department of State within thirty (30) days after any time when the actual contributions of the members exceed the anticipated amount of capital contributions filed.

#### ARTICLE VI.

##### ADMISSION OF ADDITIONAL MEMBERS

6.1 One or more additional Members of the Company may be admitted to the Company with the vote or written consent of a majority in interest of the Members.

#### ARTICLE VII

##### TRANSFERABILITY OF MEMBER'S INTEREST

7.1 The interest of a Member in this company may be transferred or assigned by transfer of a certificate, if certificates have been issued by the Company, or by any manner sufficient to transfer personal property under applicable law. However, if all of the other Members of the Company other than the Member proposing to dispose of his or her interest do not approve of the proposed transfer or assignment by

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proposing to dispose of his or her interest do not approve of the proposed transfer or assignment by unanimous written consent, the transferee of the interest of the Member shall have no right to participate in the management of the business and affairs of the company or to become a Member. The transferee shall be entitled to receive only the share of profits or other compensation by way of income and the return of contributions to which that Member otherwise would be entitled.

7.2 The Company shall have the power to issue certificates of membership interest ("certificates") in registered form representing ownership of an interest in the Company. The denominations of the certificates shall correspond to the amount of capital contributed by a Member to the Company. The certificate shall be transferable or interchangeable on presentation at the office of the Company, properly endorsed or accompanied by an instrument of transfer and executed by the Member or his or her authorized attorney, together with payment of any tax or governmental charge imposed upon the transfer of certificates. The Company shall replace any mutilated, lost, stolen, or destroyed certificate on proper identification, indemnity satisfactory to the Company and payment of any charges incurred in the replacement. On a return of all or any portion of the capital of the Company contributed by a Member holding a certificate, the Member shall surrender the certificate(s) for appropriate adjustment prior to receipt of his or her capital contribution.

## ARTICLE VIII DISSOLUTION AND LIQUIDATION

8.1 The Company shall be dissolved and its affairs shall be wound up upon the happening of the first of the following:

- (A) by the unanimous written agreement of all the Members;
- (B) upon the death, bankruptcy, or dissolution of a Member or upon the occurrence of any other event which terminates the continued membership of a Member in the Company, unless the business of the Company is continued by the consent of all the remaining Members or under a right to continue stated in the Articles of Organization of the Company;
- (C) in any event at midnight on January 4, 2029; and
- (D) upon entry of a decree of judicial dissolution.

Following any of the above occurrences, the Company shall deliver articles of dissolution to the Department of State for filing. All Members must sign a certificate of dissolution.

8.2 Upon dissolution of the Company, the Manager(s) or one of their number that they select ("the liquidating agent") shall proceed to make a full and general accounting of the assets and liabilities of the Company, liquidate the Company's assets, and discharge its liabilities as promptly as is consistent with obtaining fair value for them. In no event shall the liquidation of the Company's assets, the payment of creditors, and the distribution of company assets to the Members occur more than ninety (90) days after the occurrence of the event causing the dissolution of the Company. The liquidating agent shall apply and distribute the assets of the Company as follows:

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(A) first, to the payment and discharge of all of the Company's debts and liabilities to creditors of the Company other than Members, including Members who are creditors, to the extent permitted by law in satisfaction of liabilities of the Company, other than in satisfaction for liabilities for distributions;

(B) second, to the Members in accordance with their contributions to capital, after giving effect to all contributions, distributions and allocation for all periods.

8.3 A proposal and/or plan by management to merge the Company with any other entity shall require approval of the Members.

## ARTICLE IX AMENDMENT OF THE AGREEMENT

9.1 All amendments to these Regulations shall require the approval of Members holding at least fifty-one percent (51%) of all units or shares outstanding and entitled to vote. This power is granted by the Manager(s) to its Members to amend, adopt, repeal, or alter these Regulations as provided herein, unless inconsistent with law or the Articles of Organization of the Company.

## ARTICLE X MISCELLANEOUS

10.1 Any and all notices or other communications which may be sent to any Member shall be sent to the address noted in Florida unless the Company is notified in writing with regard to a change of address. Notices or other communications shall be deemed to have been given only when personally delivered or deposited with the United States Postal Service by registered or certified mail, return receipt requested, addressed as set forth above.

10.2 These Regulations shall be governed by, and construed in accordance with, the laws of the State of Florida.

10.3 These Regulations may be executed in multiple parts, each of which shall be deemed an original and all of which together shall constitute one agreement, by each of the parties hereto on the dates indicated in the acknowledgement of said parties, notwithstanding that all of the parties are not signatories to the same part or that signature pages from different parts are combined. The signature of any party to any part shall be deemed to be a signature to and may be appended to any other part.

10.4 Words of gender used in these Regulations shall be interpreted to include the other gender, and words in the singular number shall be interpreted to include the plural (and vice versa), when the sense so requires. The captions to each Article are inserted only as a matter of convenience and for reference purposes and in no way define, limit or describe the scope or intent of these Regulations, nor in any way affect it.

10.5 These Regulations contain the entire understanding between the parties and supersedes any prior understandings and agreements between them concerning the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto

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relating to the subject matter of these Regulations which are not described herein.

10.6 These Regulations are intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the Company does business. If any provision of these Regulations or its application to any person or circumstance shall, for any reason and to any extent, be found to be invalid or unenforceable, the remainder of these Regulations or the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

10.7 The word "person", as used in these Regulations, shall include a corporation, firm, partnership or other form of association.

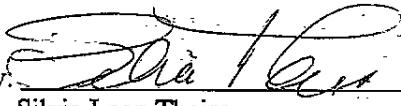
10.8 These Regulations, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of all Members and their respective legal representatives, heirs, permitted successors and permitted assigns.

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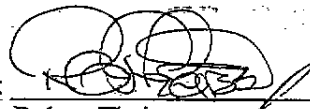


IN WITNESS WHEREOF, the Member(s) have entered into these Regulations and have hereunto set their hands to multiple copies hereof, as of the effective date first written above.

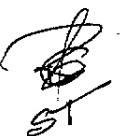
Date: 11-1-98

By:   
Silvia Leon Theiss,  
As Manager and Member

Date: 11-1-98

By:   
Robert Theiss,  
As Member

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**ARTICLE VI - Members Rights to Continue Business:**

The right, if given, of the remaining members of the limited liability company to continue the business on 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 in the limited liability company shall be:

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**ARTICLE VII - Affidavit of Membership and Contributions**

The undersigned member or authorized representative of a member of Leon de  
Judah, LLC. certifies:

- 1) the above named limited liability company has at least one member;  
2) the total amount of cash contributed by the member(s) is \$ 300.00;  
3) if any, the agreed value of property other than cash contributed by member(s) is \$ —;  
(A description of the property is attached and made a part hereto.); and  
4) the total amount of cash and property contributed and anticipated to be contributed by member(s) is \$ 300.00.

Silvia Theiss  
Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Silvia Theiss  
Typed or printed name of signee

**Filing Fee: \$250.00 for Articles and Affidavit**

*[Handwritten signature]*

**CERTIFICATE OF DESIGNATION OF  
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA  
STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE  
FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND  
REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the limited liability company is: Leon de Judah, L.L.C.

2. The name and the Florida street address of the registered agent are:

Gerald J. Tobin  
NAME

2701 S. Bayshore Dr Suite 602  
Florida street address (P.O. Box NOT ACCEPTABLE)

Miami FL 33133  
CITY, STATE AND ZIP

*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.*

Gerald J. Tobin  
SIGNATURE

**Filing Fee: \$ 35 for Designation of Registered Agent**

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51