

L 99000005356

Michelle VanHook
P.O. Box 924176
Homestead, FL 33092
August 23, 1999
Phone 305-246-5867

FLORIDA DEPARTMENT OF STATE
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

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***337.50 ***337.50

RE: Harbor Management Maintenance, L.L.C.

Dear Sir/Madam:

Relative to the above proposed Florida Limited Liability Corporation, I enclose original Articles of Organization and Acceptance of Registered Agent. Please return one certified copy of the Articles to the above address.

I also enclose a check in the amount of \$ 337.50 to cover all filing fees.

Thank you.

Sincerely,

Michelle VanHook
Michelle VanHook

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TALLAHASSEE FLORIDA

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Enclosures

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ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

THIS OPERATING AGREEMENT of Harbor Management Maintenance, L.L.C., a limited liability company organized pursuant to the Florida Limited Liability Act (the "Act"), is executed effective as of the 08 day of August, 1999, by and among the Organizing and Initial Member(s).

ARTICLE I: Name:

The name of the Limited Liability Company is: Harbor Management Maintenance, L.L.C. to engage in any lawful business for which limited liability companies may be organized under the Florida Limited Liability Company Act as the same may be amended from time to time.

ARTICLE II: Address

The mailing address and street address of the principal office of the Limited Liability Company is:

P.O. Box 924176
Homestead, FL 33092

27501 S. Dixie Highway
Suite 207
Homestead, FL 33032

ARTICLE III: Duration

This Limited Liability Company is to exist perpetually.

ARTICLE IV- Management

This Limited Liability Company is to be managed by the member(s) and the name(s) and Address(es) of the managing member(s) is/are:

Michelle VanHook

27501 S. Dixie Highway
Suite 207
Homestead, FL 33032

ARTICLE V- Members Rights

The right, if given, of the members to admit additional members and the terms and conditions of the Admissions shall be:

5.1.No membership Interest shall be transferred voluntarily or involuntarily by sale, assignment, gift, pledge, exchange or other disposition, except with prior written approval of all members. The members acknowledge that any transfer of a Membership Interest may involve considerations of laws and regulations

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including, but not limited to, laws and regulations governing limited liability companies as business organizations, taxation of the Company as a partnership, and treatment of Membership Interests and transfers of such interests as securities, the effect of which on the Company and its Members may vary depending on the circumstances, all of which cannot be anticipated at this time. Therefore, the Members may approve or disapprove, or set conditions on approval, of the transfer of any Membership Interest as Managers, in their sole and complete discretion, may decide, provided, however, that any transfer may not Approve any transfer that will violate and Federal or applicable state securities law or that would adversely affect the Company from being taxed as a partnership for Federal income tax purposes. Any attempted transfer without the acting members express written approval shall be void.

5.2. If the Membership Interest of any Member is purported to be transferred involuntarily, including, without limitation, any purported transfer by or pursuant to bankruptcy, receivership, attachment, divorce, equitable distribution, inheritance or operation of law; then, and in that event, the Company shall purchase the Membership Interest purportedly transferred at its Purchase Value determined as provided below.

5.3. Purchase Value as used herein shall mean the Purchase Value of the Membership Interests of the Company established by a Certificate of Agreed Value signed by each Member and filed with the Company. If at any time when it becomes necessary to determine Purchase Value of the Membership Interest of the Company, a Certificate of Agreed Value is in existence and such certificate of agreed value Is dated less than two (2) years before the date of which the Purchase Value is to be determined, then the agreed value set forth in such certificate shall be conclusive as to the Purchase value and shall be accepted as the Purchase Value as of the date on which Purchase Value is to be determined, and no accountant's determination of book value shall be required or made. In no event shall a Certificate of Agreed Value be effective unless signed by all the Members. The Members may at any time execute a new Certificate of Agreed Value and in no event shall any but the last Certificate of Agreed Value be effective, it at all, for the purpose herein specified.

5.4. In the event there is no Certificate of Agreed Value or in the event the same is more than two (2) years old, then the Purchase Value of a Membership Interest shall be the amount that would be received by the owner of such Membership Interest if all the assets of the Company were sold for cash equal to their fair market value, the Company paid all of its liabilities including reasonable costs of liquidation, and liquidated

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in accordance with this Agreement, all as the last day of the calendar month immediately prior to the occurrence of the event triggering the Company's obligation to purchase the Member's Membership Interest.

The determination of the fair market value of a Membership Interest by the accountant shall be binding on all parties.

5.5 Wherever under this Agreement the Company or the Members exercise any option or right to redeem or purchase Membership Interests of any Member, the Purchase Value shall be paid to the Member whose Membership Interests have been redeemed or purchased in cash within thirty (30) days after notice to the Affected Member.

5.6 Unless and until admitted as a Member of the Company, the transferee of a Membership Interest shall not be entitled to any of the rights, powers, or privileges of a Member, except that the transferee shall be entitled to receive the distributions and allocations to which the Member would be entitled but for the transfer of his Membership Interest.

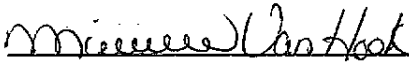
ARTICLE VI- Admission of new members

In the case of a person acquiring a Membership Interest after the admission of the Initial Members, the Person shall only be admitted to Membership in the sole and exclusive discretion of all other Members and upon compliance with all the terms specified by the Members, including but not limited to such additional Members' execution of and becoming a party to this agreement.

ARTICLE V11: Affidavit of Membership and Contributions

The undersigned member of Harbor Management Maintenance, L.L.C. certifies:

- | | | |
|--|----|----------|
| 1) the above named limited liability company has a least one member; | | |
| 2) the total amount of cash contributed by the member(s) is | \$ | 0.00 |
| 3) if any, the agreed value of property other than cash contributed by member(s) is | | 0.00 |
| 4) the total amount of cash and property contributed and anticipated to be contributed by member(s) is | | 5,000.00 |



Signature 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.)

Michelle VanHook

Typed or printed name of signee

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**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: Harbor Maintenance, L.L.C.
2. The name and the Florida street address of the registered agent is:

Michelle VanHook
27502 S. Dixie Highway
Suite 207
Homestead, FL 33032

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.

Michelle Van Hook

Signature

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