

Howard A. Spiegel, P.A.
ATTORNEY AND COUNSELOR AT LAW

113 Louisiana Avenue
Suite 204
Winter Park, Florida 32789
(407) 647-5700
FAX (407) 647-8272

August 30, 1999

Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

200002974962--7
-08/31/99--01065--007
****337.50 ****337.50

Dear Secretary:

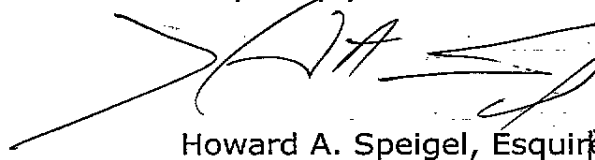
Enclosed herein please find Articles of Organization of Harbour Partnership, LLC.

The same principles of Harbour Partnership, LLC and just formed Harbour Partnership, Inc., which said entities are own by the identical people.

The principals of Harbour Partnership, Inc. hereby give permission for the formation of Harbour Partnership, LLC, and disclaim any potential similarity of name.

Please file the enclosed Articles of Organization and return a certified copy to this office.

Very truly yours


Howard A. Spiegel, Esquire

Enclosures (3)

HAS\bah

FILED
90 SEP 17 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

L99-5920

Name	02921
Availability	
Done	JS
Ext	JS
Update	JS
Upd	JS
Verifier	JS
Acknowledgment	
W. P. V.	



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

September 7, 1999

HOWARD A. SPEIGEL
1133 LOUISIANA AVENUE, SUITE 214
WINTER PARK, FL 32789

SUBJECT: HARBOUR PARTNERSHIP, LLC
Ref. Number: W99000020610

We have received your document for HARBOUR PARTNERSHIP, LLC and your check(s) totaling \$337.50. 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 one member; (2) the actual amount of cash contributions; (3) the agreed value and a description of any property other than cash contributed; and (4) the total amount of cash or property anticipated to be contributed by the members.

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) 487-6020.

Tammi Cline
Document Specialist

Letter Number: 799A00044198

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

09 SEP 17 PM 5:00

FILED

Howard A. Speigel, P.A.

ATTORNEY AND COUNSELOR AT LAW

1133 Louisiana Avenue
Suite 214
Winter Park, Florida 32789
(407) 647-5700
FAX (407) 647-8272

September 20, 1999

**Tammi Cline
Document Specialist
Florida Dept of State
Div of Corp
PO Box 6327
Tallahassee, FL 32314**

**Subject: HARBOUR PARTNERSHIP, LLC
Ref. Number: W99000020610**

Dear Ms. Cline:

Enclosed herein please find the original Articles of Organization for Harbour Partnership, LLC, together with the affidavit in compliance with FS 608.407(2).

Please file the Harbour Partnership, LLC and forward a certified copy to this office.

Very truly yours,



Howard A. Speigel

**HAS/bah
enclosure**

FILED
99 SEP 17 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION
OF
HARBOUR PARTNERSHIP, LLC

ARTICLE I - NAME

The name of this Limited Liability Company is: HARBOUR PARTNERSHIP, LLC limited company.

ARTICLE II - ADDRESS

The mailing address and the street address of the principal office of the Limited Liability Company is: 400 Saddleworth PLACE, HEATHROW, FL 32746

ARTICLE III - DURATION

This Company shall exist for a period of thirty (30) years commencing on the date of filing of these Articles of Organization.

ARTICLE IV - MANAGEMENT

The Limited Liability Company is to be managed by a manager or managers and the name(s) and address(es) of such manager(s) who is/are to serve as manager(s) is/are:

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

David Meadows **400 Saddleworth Place, Heathrow, FL 32746**

Linda Clark **400 Saddleworth Place, Heathrow, FL 32746**

FILED
SEP 17 PM 5:00
SECRETARY OF STATE
TAMPA, FLORIDA

ARTICLE V- ADMISSION OF ADDITIONAL MEMBERS

The right, if given, of the members to admit additional members and the terms and conditions of the admissions shall be within the sole discretion of the original managing members indicated in Article IV above.

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 the absolute right of surviving members to continue business.

ARTICLE VII

AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned member or authorized representative of a member of HARBOURSHIP PARTNERSHIP, LLC certifies that the total amount of cash and property contributed by members is \$325,000.00.

ARTICLE VIII

PURPOSE

The limited liability company's purpose should be limited to owning and operating the mortgaged property.

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Limited Liability Company, is to engage solely in the following activities:

1. To acquire that certain parcel of real property, together with all improvements located thereon, in the City of Longwood, State of Florida, and as more fully and specifically described on that exhibit attached hereto as "Exhibit A" and hereinafter identified as "Property".

2. To own, hold, sell, assign, transfer, operate, lease mortgage, pledge and otherwise deal with the Property.

3. To exercise all power enumerated in the Florida Limited Liability Company Act of the state of Florida, necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

ARTICLE IX

PROHIBITED ACTIVITIES

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: the Limited Liability Company shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien exists on the Property, the Limited Liability Company shall not incur, assume, or guaranty any other indebtedness. The Limited Liability Company shall not consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity unless (I) the entity (if other than the Limited Liability Company) formed or surviving such consolidation or merger or

FILED
SEP 17 PM 5:04
CLERK OF DISTRICT COURT
JANICE E. FLETCHER

that acquired by conveyance or transfer the properties and assets of the Limited Liability Company substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, (b) shall include in its organizational documents the same limitations set forth in this Article IX and in Article XI, and (c) shall expressly assume the due and punctual performance of the Limited Liability Company's obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by this Limited Liability Company and be continuing. For so long as a mortgage lien exists on the Property, the Limited Liability Company will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of the Board of Directors. For so long as a mortgage lien exists on the property, no material amendment to this certificate of Limited Liability or to the Limited Liability Company's by-laws may be made without first obtaining approval of the mortgagee holding a first mortgage lien on the Property.

ARTICLE X

INDEMNIFICATION

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Property and shall not constitute a claim against the Limited Liability Company in the event that cash flow is insufficient to pay such obligations.

ARTICLE XI

SEPARATENESS COVENANTS

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: For so long as any mortgage lien exists on the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in this certificate of incorporation, the Limited Liability Company shall conduct its affairs in accordance with the following provisions:

1. It shall establish and maintain an office through which its business shall be conducted separate and apart from those of its parent and any affiliate and shall allocate fairly and reasonably any overhead for shared office space.
2. It shall maintain separate records and books of account from those of its parent and any affiliate.
3. It shall not commingle assets with those of its parent and any affiliate.
4. It shall conduct its own business in its own name.
5. It shall maintain financial statements separate from its parent and any affiliate.

FILED
SEP 17 PM 5:00
CLERK OF DISTRICT COURT
MICHIGAN

6. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of its parent or any affiliate.
7. It shall maintain an arm's length relationship with any affiliate.
8. It shall not guarantee or become obligated for the debts of any other entity, including its parent or any affiliate or hold out its credit as being available to satisfy the obligations of others.
9. It shall use stationery, invoices and checks separate from any affiliate.
10. It shall not pledge its assets for the benefit of any other entity, including any affiliate.
11. It shall hold itself out as an entity separate from any affiliate.

For the purpose of this Article XI the following terms shall have the following meanings:

"affiliate" means any person controlling or controlled by or under common control with the Limited Liability Company including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the Limited Liability Company, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this limited liability company, or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership or voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

ARTICLE XII

DISSOLUTION

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: to the extent permissible under applicable federal and state tax law, the vote of a majority-in-interest of the remaining members is sufficient to continue the life of the Limited Liability Company. If such vote is not obtained, for so long as a mortgage lien exists on the Property the Limited Liability Company shall not liquidate the Property without first obtaining approval of the mortgagee holding a first mortgage lien on the Property. Such holders may continue to exercise all of their rights under the existing security agreements or mortgages until the debt underlying

FILED
17 PM 5:00
CLERK OF STATE
TALLAHASSEE, FL 32301

the mortgage liens has been paid in full or otherwise completely discharged.

ARTICLE XIII

VOTING


Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: When acting on matters subject to the vote of the members, notwithstanding that the Limited Liability Company is not then insolvent, all of the members shall take into account the interest of the Limited Liability Company's creditors, as well as the those of the members.


LINDA CLARK

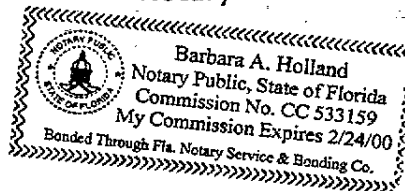
STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Linda Clark, to me well known, and known to me to be the individual described in and who executed the foregoing, and whose identity was further established by presentation to me of the personally known (form of identification) and who acknowledged before me that all of their statements herein are true and correct, and that he/she executed the same freely and voluntarily for the purposes therein expressed.

SWORN TO AND SUBSCRIBED for me this 30th day of August, 1999. WITNESS my hand and official seal in the county and state last aforesaid.


Notary

My Commission Expires:



FILED
SEP 17 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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: HARBOUR PARTNERSHIP, LLC
2. The name and the Florida street address of the registered agent are:
400 Saddleworth, Place, Heathrow, FL 32746

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.


Linda Clark

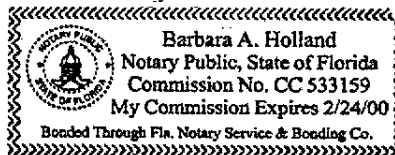
STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Linda Clark, to me well known, and known to me to be the individual described in and who executed the foregoing, and whose identity was further established by presentation to me of the personally known (form of identification) and who acknowledged before me that all of their statements herein are true and correct, and that he/she executed the same freely and voluntarily for the purposes therein expressed.

SWORN TO AND SUBSCRIBED for me this 30th day of August, 1999.
WITNESS my hand and official seal in the county and state last aforesaid.


Notary

My Commission Expires:



SECRETARY OF STATE
CLARK COUNTY, FLORIDA

09 SEP 17 PM 5:00

FILED

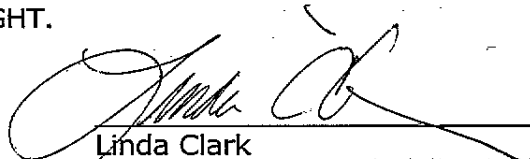
AFFIDAVIT IN COMPLIANCE WITH F.S. 608.407(2) - 4
Harbour Partnership, LLC

STATE OF FLORIDA
COUNTY OF ORANGE

COMES NOW, Linda Clark and makes the following statement:

1. That Affiant is an adult who makes all statements herein from her own personal knowledge.
2. The limited liability company in formation, Harbour Partnership, LLC, has at least one member.
3. The members of Harbour Partnership, LLC have contributed \$10,000.00 in cash contributions to Harbour Partnership, LLC.
4. The agreed net value of the property being contributed to Harbour Partnership, LLC, other than cash, is \$325,000.00, and a description of the property, being real property, is more fully described as follows: SEE ATTACHED LEGAL DESCRIPTION
5. The total amount of cash or property anticipated to be contributed by the members is \$335,000.00.


FURTHER AFFIANT SAYETH NAUGHT.


Linda Clark

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, LINDA CLARK, to me well known, and known to me to be the individual described in and who executed the foregoing, and whose identity was further established by presentation to me of the Personally Known (form of identification) and who acknowledged before me that all of their statements herein are true and correct, and that he/she executed the same freely and voluntarily for the purposes therein expressed.

SWORN TO AND SUBSCRIBED for me this 20th day of September 1999.
WITNESS my hand and official seal in the county and state last aforesaid.


Notary

My Commission Expires:

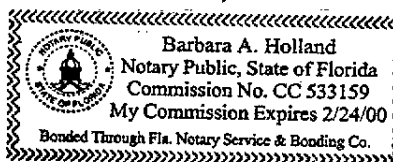


EXHIBIT 'A'

From the Southwest corner of the Southeast $\frac{1}{4}$ of Section 4, Township 21 South, Range 29 East, Seminole County, Florida, run North, along the West line of said Southeast $\frac{1}{4}$, a distance of 138.49 feet; thence run South $89^{\circ}50'00''$ East, 50.00 feet; thence run North 420.02 feet to the Southwest corner of BRANTLEY HARBOR EAST SECTION OF MEREDITH MANOR, as recorded in Plat Book 22, Page 42, of the Public Records of Seminole County, Florida, said Point being on a curve concave Southeasterly, having a radius of 1682.40 feet and a tangent bearing of North $34^{\circ}56'17''$ East at said Point, thence run Northeasterly along the arc of said curve and the Southeasterly line of said BRANTLEY HARBOR EAST SECTION OF MEREDITH MANOR, 365.00 feet through a central angle of $12^{\circ}25'49''$ to the Point of Beginning; thence continue Northeasterly, along the arc of said curve and said Southeasterly line of BRANTLEY HARBOR EAST SECTION OF MEREDITH MANOR, 424.69 feet through a central angle of $14^{\circ}27'48''$ to the Southeast corner of said BRANTLEY HARBOR EAST SECTION OF MEREDITH MANOR; thence run South 231.44 feet to a Point on the Northwestern right of way line of State Road 434, said Point being on a curve concave Southeasterly, having a radius of 1482.40 feet and a tangent bearing of South $57^{\circ}36'19''$ West at said Point; thence run Southwesterly along the arc of said curve, 253.67 feet through a central angle of $09^{\circ}48'16''$ to a Point; thence run North $45^{\circ}49'59''$ West, 200.35 feet to the Point of Beginning.

AKA HARBOUR BEND, PHASE III, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 3385, Page 608, all of the Public Records of Seminole County, Florida, together with all appurtenances thereto, including an undivided interest in the common elements of said Condominium as set forth in the above described Declaration and the Amendments thereto.

FORM 26-083-66-A

FILED
22 SEP 17 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
ALTA COMMITMENT (1960)