

*Laurence J. Rohan*  
ATTORNEY AT LAW  
L99000006891

SUITE 302  
4675 PONCE DE LEON BLVD.  
CORAL GABLES, FLORIDA 33146-2113  
TELEPHONE (305) 667-1025  
FAX (305) 662-2787

October 13, 1999

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-10/15/99--01052--010  
\*\*\*125.00 \*\*\*\*125.00

Secretary of State  
Corporate Records Bureau  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

Re: MIAMI RIVER INN, L.L.C.

Gentlemen:

Enclosed please find Articles for Organization and Affidavit of Contributions for the above limited liability company, together with my Trust Account check in the amount of \$125.00 to cover filing fees.

Kindly return a certified copy to the undersigned.

Sincerely,



Laurence J. Rohan

FILED  
OCT 15 PM 5:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

LJR/vjw

enclosures

L99-6891

Name	[Signature]
Availability	[Signature]
Document Examiner	[Signature]
Updater	[Signature]
Updater Verifier	[Signature]
Acknowledgement	[Signature]
W. P. Verifier	[Signature]

ARTICLES FOR ORGANIZATION

FOR

MIAMI RIVER INN, L.L.C.

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TALLAHASSEE, FLORIDA

The undersigned Members hereby execute these Articles of Organization, in order to form a Limited Liability Company under the Laws of the State of Florida.

Article 1. Name:

The name of this Limited Liability Company shall be henceforth be known as "MIAMI RIVER INN, L.L.C."

Article 2. Address:

The principal address and mailing address for the Company shall be: 118 S.W. South River Drive Miami, FL 33130.

Article 3. Duration and Nature of Business:

The Company may engage in any activity or business permitted under the laws of the United States and of this State.

Article 4. Management:

This Limited Liability Company shall be managed by the Members themselves, who are identified as follows:

SALLYE G. JUDE 200 Edgewater Drive Coral Gables, FL 33133


Article 5. Affidavit:

The undersigned Member and authorized representative of MIAMI RIVER INN L.L.C., hereby certifies:

A. This Limited Liability Company has one Member, to-wit: SALLYE G. JUDE, who has contributed the property described in Exhibit A attached hereto as and for her total initial contribution.

B. Affiant will contribute cash and/or property and/or services in the future, as necessitated by developments.

C. The execution of this Affidavit by the undersigned constitutes an affirmation under penalties of perjury that the facts stated herein are true and correct.

  
Authorized Member  
Sallye G. Jude

Article 6. Additional Members and Restrictions:

It is not contemplated at this time for additional Members to be admitted. If in the future additional Members are to be admitted, Amended Articles for Organization shall be filed, describing the terms and conditions of membership.

Other than as to the death of a Member (for which event, Article Seven below applies), a Member may not transfer their membership in the Company unless all non-transferring Members first agree to approve the admission of the transferee into this Company. Further, no Member may encumber a part or all of their membership in the Company by mortgage, pledge, granting of a security interest, lien, or otherwise, unless the encumbrance has first been approved in writing by all other Members, which approval may not be unreasonably withheld.

Notwithstanding the above provisions, any Member shall be allowed to assign an economic interest in their membership to another person without the approval of the other Members. Such an assignment shall not include a transfer of the Member's voting or management rights in this Company, and the assignee shall not become a Member of the Company.

Article 7. Continuation of Business Upon Death of Member:

Upon the death of a Member, his interest shall pass pursuant to the Last Will and Testament or Testamentary Trust of the deceased member, or by intestate succession if no such Will is submitted for probate.

The remaining Members of this Limited Liability Company may continue the business on the death of a Member.

Article 8. Tax and Financial Matters:

A. It is anticipated that this Company will not be treated as a corporation under federal tax law, but instead will be treated in the same manner as a partnership for tax purposes. It is further understood that the Members do not consider each other partners or joint venturers with any other Member of this Company for any purpose other than federal and state tax purposes.

B. Within seventy-five (75) days after the end of each tax year of the Company, a copy of the Company's state and federal tax returns for the preceding tax year shall be mailed or otherwise provided to each Member of the Company, together with any additional information and forms necessary for each Member to complete their individual state and federal income tax returns.

C. The Company shall designate one or more banks or other institutions for the deposit of the funds of the Company, and shall establish such accounts as are reasonable and necessary for its business and investments.

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D. Distribution of the Company profits will be made from time to time, when and if approved by a majority of the Members.

Article 9. Capital:

A. Members have made the initial capital contribution of cash and/or property and/or services as are shown on the Affidavit of Membership and Contribution herein, and Members may agree to the contribution of additional capital as per the said Affidavit.

B. No interest shall be paid on the funds or property contributed as capital to this Company, or on funds reflected in the capital accounts of the Members.

C. A capital account shall be set up and maintained in the records book of the Company for each Member. The records book shall reflect each Member's capital contribution to the Company, increased by each Member's share of profits (and decreased by each Member's share of losses and expenses) of the Company, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations.

D. No Member shall be given priority or preference with respect to other Members in obtaining a return of capital contributions, distributions, or allocations of the income, gains, losses, deductions, credits, or other items of the Company. The profits and losses of the Company, and all items of its income, gain, loss, deduction, and credit, shall be allocated to Members according to each Member's percentage interest in this Company.

E. Cash from the Company's business operations, as well as cash from a sale or other disposition of the Company's capital assets, may be distributed from time to time to the Members in accordance with each Member's percentage interest in the Company, as may be decided by a majority of the Members.

F. If the Company does not have sufficient cash to pay its obligations, any Member may agree to advance all or part of the needed funds as a loan to the Company on terms acceptable to a majority of Members. Any such advance shall be treated as a loan to the Company and shall not constitute an additional capital contribution.

Article 10. Meetings:

The Company shall provide for an annual meeting of all Members. In addition, any Member may call a special meeting by communicating to all other Members their wish to schedule a meeting. Such notice may be in person, in writing, by telephone or facsimile, or by any other form of electronic notice reasonably expected to be received by the other Members. Any business may be discussed and conducted at the meeting.

SECRETARY OF  
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The meeting of the Members may be held without attendance of all Members, so long as a majority of Members is in attendance. Written notice of the decisions or approvals made at any meeting shall be mailed or delivered to each non-attending Member promptly after the holding of the meeting.

Written minutes of the discussions and proposals at the Members' meeting, and the votes taken and matters approved at such meeting, shall be taken by a Member or another person so designated at the meeting. Copies of all such minutes shall be placed in the Company's records.

Article 11. Additional Provisions:

A. No Member of this Company shall be personally liable for the expenses, debts, obligations, or liabilities of the Company, or for any claims made against the Company.

B. Members shall be reimbursed by this Company for organizational expenses paid the Members. The Company shall be authorized to elect to deduct organizational expenses and start-up expenditures as permitted by the Internal Revenue Code and as may be advised by the Company's tax advisor.

C. The Company is authorized to retain the services of a qualified accountant or tax advisor, attorney, or such other advisors as deemed reasonable and necessary.

D. The Company is authorized to establish its initial offices at 118 S.W. South River Drive Miami, Florida 33130, though it could conduct its business at whatever location the Officers of the Company deem prudent and appropriate from time to time.

E. The Company is authorized to obtain a fictitious name.

F. The Company is authorized to take whatever actions are necessary and appropriate to commence the business operations of the Company, including but not limited to executing leases, purchasing business equipment supplies, and inventories, obtaining licenses, permits, and tax identifications numbers, and all other such necessary and appropriate actions.

G. The Members of this Company shall not be paid as Members for performing any duties associated with membership. Members may be paid, however, for any services rendered in any other capacity for this Company, whether as managers, Officers, employees, independent contractors or otherwise.

H. This Company may designate one or more Officers, such as a President, Vice President, Secretary and/or Treasurer. Persons who fill these positions need not be Members or managers of the Company. Such positions may be compensated or non-compensated according to the nature and extent of the services rendered for the Company as

a part of the duties of each office. Any Officer may be reimbursed by the Company for out-of-pocket expenses by the Officer in carrying out the duties of their office.

I. These Articles of Organization may be amended, modified, or replaced only upon a written instrument approved by a majority of the Members.

J. The Company shall be authorized to issue certificates representing and/or certifying membership interests in this Company.

Article 12. Registered Agent:

The initial Registered Agent for this Company shall be LAURENCE J. ROHAN, ESQ. whose address is 4675 Ponce de Leon Boulevard, Suite 302, Coral Gables, FL 33146-2113; this address shall also be known as the "registered office"; and a separate Certificate of Designation of Registered Agent is filed herewith.

Article 13. Effective Date:

These Articles for Organization shall be effective upon the Secretary of State accepting and filing these Articles for Organization.

Article 14. Filing Information:

The name and address of the person signing these Articles for Organization is: SALLYE G. JUDE, 200 Edgewater Drive, Coral Gables, FL 33133.

IN WITNESS WHEREOF, I hereby certify that these Articles for Organization have been adopted by a unanimous vote of all the Members, and I therefore hereunto set my hand and seal, acknowledging and filing the foregoing Articles for Organization under the Laws of the State of Florida, this 8 day of October, 1999.

  
SALLYE G. JUDE

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day before me, the undersigned, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared SALLYE G. JUDE, who is well known to me, and she acknowledged before me that she executed and subscribed the foregoing Articles for Organization.

FILED  
SECRETARY OF STATE  
OCT 11 1999  
5:00 PM  
MIAMI

WITNESS my hand and seal in the County and State named above  
on this 8 day of October, 1999.

My Commission Expires:

**NANCY NAVAR**  
Notary Public, State of Florida  
My Comm. expires Mar 5, 2000  
No. 00597516

Nancy Navar  
Notary Public

FILED  
09 OCT 15 PM 5:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**CERTIFICATE OF DESIGNATION OF REGISTERED AGENT  
AND REGISTERED OFFICE  
FOR  
MIAMI RIVER INN, L.L.C.**

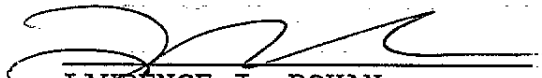
Pursuant to the provisions of Florida Statutes 608.415 or 608.507, the undersigned Limited Liability Company submits the following statement to designate its Registered Agent and its Registered Office within the State of Florida:

1. The name of the Limited Liability Company is: MIAMI RIVER INN, L.L.C.

2. The name and the Florida street address for the Registered Agent are: Laurence J. Rohan, Esquire 4675 Ponce de Leon Boulevard Suite 302 Coral Gables, FL 33146-2113.

The said Registered Agent states: Having been named as the Registered Agent and to accept service of process for Miami River Inn, L.L.C., 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.

Executed by me as Registered Agent on this 12<sup>th</sup> day of October, 1999.

  
LAURENCE J. ROHAN

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09 OCT 15 PM 5:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



EXHIBIT "A"

Lots 1-4 inclusive, and Lots 12, 15, 16, 17, and 18, Block 18, SOUTH CITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book B, at Page 41; less the North 5 feet of Lots 3 and 4, and less that portion of Lot 16, described as the external area of a circular curve contained within said Lot 16 which is concave north-westerly, having a radius of 25 feet and tangents which are 25 feet north and parallel with the center line of S.W. 2 Street, and 25 feet westerly and parallel with the center line of S.W. South River Drive;

AND

That certain parcel described as follows:

Beginning at the point where the South line of 13th Street (now called S.W. 1st street) as shown by the Map of Miami, Dade County, Florida, recorded in Plat Book "B" at Page 41, Public Records of Dade County, Florida, produced Easterly intersects the United States Harbor Line on the westerly side of the Miami River; thence Northwesterly along said United States Harbor line a distance of 15.5 feet more or less, to the South side of the S.W. 1st Street bridge as now constructed; thence with a deflection angle of  $68^{\circ}55'43''$ , more or less, to the left run along said South side of the S.W. 1st Street bridge as now constructed a distance of 35.58 feet more or less; thence continuing along said South side of the S.W. 1st Street bridge as now constructed along the arc of a curve to the right, having a radius of 889.92 feet, more or less, and a central angle of  $03^{\circ}30'18''$  more or less, a distance of 54.44 feet, more or less, to a point on the said South line of 13th Street (now called S.W. 1st Street) produced Easterly; thence East along said South line of 13th Street (now called S.W. 1st Street) produced Easterly a distance of 96.91 feet, more or less, to the point of beginning. Being the same property conveyed to the grantor and her deceased husband by the City of Miami by Quit Claim Deed dated April 21, 1931 and recorded in Deed Book 144 at Page 303 of the Public Records of Dade County, Florida; and beginning at a point where the North line of Lot 3 of Block 18 South, according to Knowlton's Plat of Miami, Florida, produced East intersects the Easterly boundary of South River Street; thence Southerly along said Easterly line of South River Street to a point where a line drawn east and west through the center of Lot 2 if produced East intersects the Easterly line of South River Street; thence Easterly along said center line of Lot 2 produced east to the low mark of Miami River; thence Northerly along said low water line to a point where the North line of said Lot 3 produced east would intersect said low water line; thence Westerly along said line produced East to point of beginning; with all submerged land between this tract and the channel of the Miami River, together with all riparian rights. LESS that portion thereof conveyed to the City of Miami by deed dated February 6, 1931, recorded in Deed Book 1445 at Page 524 of the Public Records of Dade County, Florida, and also less that portion dedicated to the City of Miami by deed dated March 26, 1935, recorded in Deed Book 1622 at Page 342 of the Public Records of Dade County, Florida .

Fair Market value in excesss of \$1,000,000.00

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