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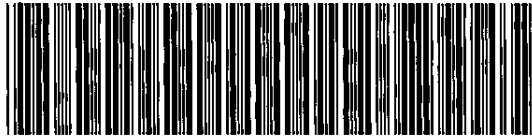
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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032
REFERENCE : 289826 7358003
AUTHORIZATION : *[Signature]*
COST LIMIT : *85.00*

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ORDER DATE : October 25, 2007
ORDER TIME : 3:26 PM
ORDER NO. : 289826-010
CUSTOMER NO: 7358003

DOMESTIC AMENDMENT FILING

NAME: OMAS INVESTMENT L.L.C.

XX RESTATED ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX(2) CERTIFIED COPIES

CONTACT PERSON: Kimberly Moret -- EXT# 2949

EXAMINER'S INITIALS: _____

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
OMAS INVESTMENT L.L.C.**

FILED
07 OCT 25 AM 8:56
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. The name of the Limited Liability Company is **Omas Investment L.L.C.**
2. The Articles of Organization of Omas Investment L.L.C. were filed and effective on June 19, 2001.
3. The Articles of Organization of Omas Investment L.L.C. hereby are amended in their entirety to read:

Pursuant to, duly executed and in accordance with the Florida Limited Liability Company Act, Chapter 608.411, Florida Statutes, the undersigned hereby make, acknowledge and file the following Articles of Organization.

ARTICLE I – NAME

The name of the Limited Liability Company is: Omas Investment L.L.C. (the "Company").

ARTICLE II – ADDRESS

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

MAILING: 13615 S. Dixie Highway
Suite 114-310
Miami, FL 33176

STREET: 17842 SW 107th Ave.
Suite 5
Miami, FL 33157

ARTICLE III – REGISTERED AGENT, REGISTERED OFFICE

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

Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301

ARTICLE IV – MANAGER(S) OR MANAGING MEMBERS

MGRM: Yvonne C. Sims
15730 Palmetto Club Drive
Miami, Florida 33157

ARTICLE V – PURPOSE

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:

- A. To own, hold, sell, assign, transfer, operate, lease, manage, mortgage, pledge and otherwise deal with that certain parcels of real property, together with all improvements located thereon, having an address at 1620-1700 NW 46th Avenue, Lauderhill, Florida 33313 (the "Property").
- B. To exercise all powers enumerated in the Limited Liability Company Act of Florida incidental, necessary or appropriate to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

ARTICLE VI – CERTAIN 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: For so long as the mortgage loan made by Madison Realty Capital, L.P. or its successors and/or assigns, as their interests may appear ("Lender") to the Limited Liability Company, is outstanding, the Limited Liability Company shall not: (i) incur, assume, or guaranty any other indebtedness, except for trade payables in the ordinary course of its business of owning and operating the Property; (ii) engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale or transfer of membership interest; (iii) file or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; (iv) institute any proceedings under any applicable insolvency law or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally; (v) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for itself or any other entity, (vi) make an assignment of its assets for the benefit of its creditors or an assignment of the assets of another entity for the benefit of such entity's creditors; (vii) take any action in furtherance of the foregoing or (viii) amend this operating agreement without first obtaining approval of Lender.

ARTICLE VII – 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 VIII – 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 the mortgage loan made by Lender is outstanding, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in this Amended and Restated Articles of Organization of OMAS Investment, L.L.C., the Limited Liability Company (the "Company") shall conduct its affairs in accordance with the following provisions:

- A. It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its affiliates and shall allocate fairly and reasonably any overhead for shared office space.

- B. It shall maintain separate records, books and accounts from those of any affiliate or any other person.
- C. It shall not commingle funds or assets with those of any affiliate or any other person.
- D. It shall conduct its business and hold its assets in its own name.
- E. It shall maintain financial statements, accounting statements and prepare tax returns separate from any affiliate or any other person.
- F. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any affiliate, and maintain a sufficient number of employees in light of its contemplated business operations.
- G. It shall maintain adequate capital in light of its contemplated business operations.
- H. It shall maintain an arm's length relationship with any affiliate.
- I. It shall not assume or guarantee or become obligated for the debts of any other entity, including any affiliate, or hold out its credit as being available to satisfy the obligations of others.
- J. It shall not have any of its obligations guaranteed by any member, general partner or affiliate, except the guarantor of the mortgage loan.
- K. It shall not pledge its assets for the benefit of any other person or entity or make an advance or loan to any person or entity, including any affiliate.
- L. It shall not acquire obligations or securities of its partners, members or shareholders or any affiliate.
- M. It shall use stationery, invoices and checks separate from any affiliate or any other person.
- N. It shall hold itself out as an entity separate and distinct from any affiliate and not as a division, department or part of any other person or entity.
- O. It shall not identify its members or any affiliates as a division or part of it.
- P. It shall correct any known misunderstanding regarding its separate identity.
- Q. It shall maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other entity.
- R. It shall not share a common logo with any affiliate or any other person.
- S. It shall not acquire or own any material assets other than the Property and such incidental personal property as may be necessary for the operation of the Property.
- T. It shall maintain its books, records, resolutions and agreements as official records.
- U. It shall hold regular meetings, as appropriate, to conduct its business and observe all Limited Liability Company level formalities and record keeping.
- V. Company's managing member (an "Managing Member") (i) will cause Company to comply, with each of the representations, warranties, and covenants contained in this Article; (ii) will at all times comply with each of the representations, warranties, and covenants contained in this Article as if such representation, warranty or covenant was made directly by such Managing Member. Upon the withdrawal or the disassociation of a Managing Member from Company, Company shall immediately appoint a new Managing Member.
- W. The Company has not, and without the unanimous consent of all of its members and the Independent Director, will not (i) file a bankruptcy, insolvency or reorganization petition or otherwise institute insolvency proceedings or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally, (ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for such entity or for all or any portion of the Company's properties, (iii) make any assignment for the benefit of the Company's creditors or (iv) take any action that might cause Borrower to become insolvent.
- X. The Company and the Independent Director will consider the interests of the Company's creditors in connection with all limited liability company actions.
- Y. As long as a mortgage lien is outstanding, the Managing Member shall cause the Company at all times to have at least one Independent Director who will be appointed by the members. To the fullest extent permitted by law, the Independent Director shall consider only the interests of the Company, including its respective creditors, in acting or otherwise voting on the matters referred to in this Article VIII. No resignation or removal of the Independent Director, and no appointment of a successor Independent Director, shall be effective until such successor (i) shall have accepted his or her appointment as an Independent Director by a written instrument and (ii) shall have executed a counterpart to this Agreement. Notwithstanding any of the foregoing, the Independent Director may

appoint a successor Independent Director to assume the duties contained herein without the consent of the Managing Member or the Lender as long as 10 days written notice is delivered to the Managing Member of the change. In the event of a vacancy in the position of Independent Director, the Member shall, as soon as practicable, appoint a successor Independent Director. All right, power and authority of the Independent Director shall be limited to the extent necessary to exercise those rights and perform those duties specifically set forth in this Addendum and in the Company Operating Agreement to which this Addendum is attached. Except as provided in the second sentence of this Article VIII(Y), in exercising their rights and performing their duties under this Agreement, any Independent Director shall have a fiduciary duty of loyalty and care similar to that of a director of a business corporation organized under the Limited Liability Company Act of the State of Florida. No Independent Director shall at any time serve as trustee in bankruptcy for any Affiliate of the Company.

For purpose of this Article VIII, 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 of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Independent Director" means a natural person who, for the five (5) year period prior to his or her appointment as Independent Director has not been, and, during the continuation of his or her service as Independent Director, is not: (i) a stockholder, director, manager (other than as an Independent Director or in other similar capacity), officer, employee, partner, attorney or counsel of the LLC or any Affiliate of either of them, (ii) a customer, supplier or other Person who derives any of its purchases or revenues from its activities with the LLC or any Affiliate of either of them (other than his or her service as an Independent Director if such person has been provided by a nationally-recognized company that provides professional independent directors or other corporate services), (iii) a Person or other entity controlling or under common control with any such stockholder, partner, customer, supplier or other Person, or (iv) a member of the immediate family of any such stockholder, director, manager, officer, employee, partner, customer, supplier or other Person.

"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 IX – 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: 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 the mortgage loan made by Lender is outstanding, the Limited Liability Company shall not liquidate the Property without first obtaining approval of the Lender. Lender may continue to exercise all of its rights under the existing security agreements or mortgages until the debt underlying the mortgage liens has been paid in full or otherwise completely discharged.

ARTICLE X – 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 those of the members.

ARTICLE XI – SINGLE MEMBER LIMITED LIABILITY COMPANIES

Upon the occurrence of any event that causes the Member to cease to be a member of the Company (other than (i) upon an assignment by the Member of all of its limited liability company interest in the Company and the admission of the transferee, or (ii) the resignation of the Member and the admission of an additional member of the Company), the undersigned Special Member shall, without any action of any Person and simultaneously with the Member ceasing to be a member of the Company, automatically be admitted to the Company as a Special Member and shall continue the Company without dissolution. No Special Member may resign from the Company or transfer its rights as Special Member unless a successor Special Member has been admitted to the Company as Special Member by executing a counterpart to this Agreement; provided, however, the Special Member shall automatically cease to be a member of the Company upon the admission to the Company of a substitute Member. A Special Member shall be a member of the Company that has no interest in the profits, losses and capital of the Company and has no right to receive any distributions of Company assets. A Special Member shall not be required to make any capital contributions to the Company and shall not receive a limited liability company interest in the Company. A Special Member, in its capacity as Special Member, may not bind the Company. Except as required by any mandatory provision of the Act, a Special Member, in its capacity as Special Member, shall have no right to vote on, approve or otherwise consent to any action by, or matter relating to, the Company, including, without limitation, the merger, consolidation or conversion of the Company. In order to implement the admission to the Company of a Special Member, Special Member shall execute a counterpart to this Agreement. Prior to its admission to the Company as Special Member, each Special Member shall not be a member of the Company.

ARTICLE XII – DURATION

The Company shall commence its existence on June 19, 2001. The Company's existence shall be until December 31, 2051, unless the Company is earlier dissolved as provided in this Articles of Organization.

ARTICLE XIII – CAPITAL CONTRIBUTIONS

The capital contributions of a member of the Company may be in cash, property or services rendered, or a promissory note or other obligation to contribute cash or property or to perform services. A promise by a member to contribute to the capital of the Company shall not be enforceable unless it is set out in writing and signed by the member. The obligation of a member of the Company to make a contribution may be compromised only by the written consent of all other members of the Company. The operating agreement of the Company may provide that the interest of any member of the Company who fails to make any contribution the member is obligated to make shall be subject to specified penalties for, or specified consequence of, such failure.

ARTICLE XIV – CONTINUATION OF BUSINESS

The members of the Company shall have the right to continue the business of the Company on the death, retirement, resignation, expulsion, bankruptcy or dissolution of any member or the occurrence of any other event that terminates the continued membership of a member in the Company upon the written consent of a majority in the interest of remaining members. The operating agreement of the Company may provide for the automatic transfer to another member of a member's interest in the Company upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of such member or the occurrence of any other event that terminates the continued membership of such member in the Company; and, upon such transfer, the

transferee of such member's interest in the Company may constitute a member for purposes of determining the interest of the members of the Company.

ARTICLE XV – ADDITION OF NEW MEMBERS

No additional members shall be admitted to the Company except with the unanimous written consent of all the members of the Company and upon such terms and conditions as shall be determined by all the members and set forth in the operating agreement of the Company. A member may transfer his, her or its interest in the Company as set forth in the operating agreement of the Company, but the transferee shall have no right to participate in the management of the business and affairs of the Company or become a member unless all of the other members of the Company other than the member proposing to dispose of his, her or its interest approve of the proposed transfer by unanimous written consent.

ARTICLE XVI – MANAGEMENT

The Company shall be managed by the members in accordance with the operating agreement adopted by the members for the management of the business and affairs of the Company. Members shall manage the business of the Company in proportion to capital contributions or otherwise as set forth in the operating agreement of the Company. A Manager, if established as provided in the operating agreement of the Company, will have authority to manage the business of the Company between meetings of the members, as set forth in and subject to the limitations in the operating agreement of the Company, and subject to the limitations in these Articles of Organization. In addition, the day-to-day business of the Company may be managed by a Manager, if established as provided in the operating agreement of the Company. Any third party can rely on the authority of the Manager to act on behalf of the Company without limitation unless such third party has actual knowledge to the contrary.

ARTICLE XVII – OPERATING AGREEMENT

The members of the Company shall adopt an operating agreement for the operation of the Company and define the rights and obligations of the members of the Company. The operating agreement shall be adopted by all then existing members of the Company, and all subsequent members of the Company shall be bound by and subject to the operating agreement. The operating agreement may be amended by a written agreement executed by a majority of the members of the Company, as set forth in the operating agreement. If there is any inconsistency between the operating agreement and these Articles of Organization, the provisions of these Articles of Organization shall control.

ARTICLE XVIII – AMENDMENT

The members of the Company shall amend this Articles of Organization when there is a change in the name of the Company, there is a false or erroneous statement herein, there is a change in the time stated in the Articles of Organization for the dissolution of the Company or the members desire to make a change in any other statement in this Articles of Organization in order for it to more accurately represent the agreement between the members. If the Articles of Organization are amended to accurately represent the agreement between members, such amendment shall be adopted by a majority of the membership interest of the members of the Company based upon each member's pro rata share of profits and losses of the Company. The execution of an amendment to these Articles of Organization by the members of the Company shall be conclusive evidence that the amendment has been properly authorized by the members.

IN WITNESS WHEREOF, the undersigned Member has made and subscribed to this Amended and Restated Articles of Organization of OMAS Investment, L.L.C., for the foregoing uses and purposes as of the 25th day of October, 2007.

Signed, sealed and delivered
In the presence of:

[Signature]
[Signature]

OMAS Investment, L.L.C.
a Florida Limited Liability Company

[Signature]
Yvonne Sims, Sole and Managing Member

STATE OF FLORIDA)

COUNTY OF BROWARD)

)ss:

The foregoing instrument was acknowledged before me this 25th day of October, 2007, by Yvonne Sims, as Sole and Managing Member, OMAS Investment L.L.C., who produced Michigan DL as identification.



David Self
Commission # DD525892
Expires March 28, 2010
NOTARY PUBLIC - FLORIDA

[Signature]
Name: DAVID SELF
Notary Public - State of Florida
My Commission Expires: 2010

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 as provided for in Chapter 608, Florida Statutes.

Corporation Service Company:

By:

[Signature]

Kimberly B. Moret
as its agent