

**L05000116540**

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**2009 MAY -8 PM 2:34**

**SECRETARY OF STATE  
TALLAHASSEE, FLORIDA**

**C. LEWIS**

**MAY 11 2009**

**EXAMINER**

## COVER LETTER

**TO: Registration Section  
Division of Corporations**

**SUBJECT: 1548 BRICKELL AVENUE, LLC**  
Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

**ALVARO CASTILLO**

Name of Person

**CASTILLO & ASSOCIATES**

Firm/Company

**1390 BRICKELL AVENUE SUITE 200**

Address

**MIAMI FLORIDA 33131**

City/State and Zip Code

**alcapa@aol.com**

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

**Alvaro Castillo**

Name of Person

at ( **305** )

**371-5540**

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

☒ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &  
Certificate of Status

☐ \$55.00 Filing Fee &  
Certified Copy  
(additional copy is enclosed)

☐ \$60.00 Filing Fee,  
Certificate of Status &  
Certified Copy  
(additional copy is enclosed)

**MAILING ADDRESS:**  
Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**STREET/COURIER ADDRESS:**  
Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

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AMENDED AND RESTATED ARTICLES OF ORGANIZATION  
FOR  
FLORIDA LIMITED LIABILITY COMPANY  
1548 BRICKELL AVENUE, LLC

2009 MAY -8 PM 2: 34

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Roberto Cortes, being the Manager of 1548 Brickell Avenue, LLC, a Florida limited liability company (the "Company"), hereby certifies:

1. The name of the Company is 1548 Brickell Avenue, LLC. The Company was formed as 1548 Brickell Avenue, LLC on December 6, 2005 and assigned document number L05000116540.
2. These Amended and Restated Articles of Organization (the "Amended Articles") restate, integrate, and amend the provisions of the Company's Articles of Organization.
3. The terms and provisions of these Amended Articles were adopted and affirmatively approved by the Member and Manager of the Company by joint written consent executed and effective as of the 05 day of November, 2008.
4. Pursuant to Section 608.411 of the Florida Limited Liability Company Act, the text of the Articles of Organization of the Company, is hereby amended and restated to read in its entirety as follows:

**Article I**

The name of the Limited Liability Company is:

1548 BRICKELL AVENUE, LLC

**Article II**

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

1548 BRICKELL AVENUE  
MIAMI, FL. US 33129

The mailing address of the Limited Liability Company is:

1548 BRICKELL AVENUE  
MIAMI, FL. US 33129

**Article III**

The purpose for which this Limited Liability Company is organized is:

ANY AND ALL LAWFUL BUSINESS

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TALLAHASSEE, FLORIDA

#### Article IV

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

Alvaro Castillo  
1390 Brickell Avenue, Suite 200  
Miami, FL 33131

*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.*

Registered Agent Signature: \_\_\_\_\_

Alvaro Castillo

#### Article V

During the period from the date of that certain Option to Re-Purchase Agreement (the "Option Agreement"), dated as of November 5, 2008, by and among the Company, South Bay Developers Group, LLC, a Florida limited liability company (the "Sole Member") and Lupetto, Inc, a Florida corporation ("Lupetto") and continuing through the end of the Option Period, as defined in the Option Agreement, or the earlier termination of the Option Agreement pursuant to Section 2 thereof, the Company and the Sole Member covenant and agree that they each shall not, and the Sole Member shall not cause the Company to, without obtaining Lupetto's prior written consent, which consent may be granted or withheld in Lupetto's sole and unfettered discretion, (i) sell, assign, bequest, convey, devise, gift (outright or in trust), pledge, encumber, hypothecate, mortgage, exchange, transfer or otherwise dispose or alienate, whether voluntary or involuntary, or by operation of law, or otherwise, all or any portion of the limited liability company membership interest, or other ownership interest in the Company, or enter into any agreement to do any of the foregoing; (ii) issue, sell, redeem or acquire any limited liability company membership interest or any other ownership interest in the Company; (iii) issue, sell or grant any option, warrant, convertible or exchangeable security, right, "phantom" partnership (or other ownership) interest (or similar "phantom" security), restricted partnership (or other ownership) interest, subscription, call, unsatisfied pre-emptive right or other agreement or right of any kind to purchase or otherwise acquire (including by exchange or conversion) any ownership interest in the Company; (iv) enter into any contracts, agreements or arrangements to issue, redeem, acquire or sell any limited liability company membership interest or any other ownership interests in the Company; (v) amend any portion of the organizational documents of the Company, including, without limitation, the Company's Operating Agreement and these Amended Articles; (vi) merge with or into or consolidate with, or agree to merge with or into or consolidate with, any other entity, subdivide or in any way reclassify any of the Company's ownership interests, or liquidate or dissolve; or (viii) issue any certificate representing the limited liability company membership interest or any other ownership interest in the Company, unless such certificate has affixed thereon in a conspicuous manner, the legends set forth in Article VI of these Amended Articles.

The Sole Member and the Company covenant and agree that, during the period from the

date of the Option Agreement and continuing through the end of the Option Period, as defined in the Option Agreement, or the earlier termination of the Option Agreement pursuant to Paragraph 2 thereof, they each shall not, and the Sole Member shall not cause the Company to, without obtaining Lupetto's prior written consent, which consent may be granted or withheld in Lupetto's sole and unfettered discretion: (i) sell, convey, assign, transfer, or dispose of all or any part of the real property of the Company, including, without limitation, that certain real property which has a street address of 1548 Brickell Avenue, Miami, Florida 33129 under Folio No. 01-4139-001-0250 (the "Property") or any interest therein, or enter into any agreement to do any of the aforementioned; (ii) pledge, encumber, hypothecate, mortgage, exchange, transfer or otherwise dispose or alienate, whether voluntary or involuntary, or by operation of law, or otherwise, all or any portion of the Property or any interest therein, or enter into any agreement to do any of the foregoing; (iii) grant any option, warrant, right or other agreement or right of any kind to purchase or otherwise acquire (including by exchange or conversion) any portion of the Property or any interest therein or enter into any agreement to do any of the foregoing; (iv) enter into any contracts, agreements or arrangements to sell any portion of the Property or any interest therein; (v) other than that certain First Mortgage made by Security Bank to and in favor of Buyer and/or the Company in the original principal amount of \$3,825,000.00, which will be discharged in accordance with its terms, directly or indirectly create or permit to remain, and will promptly discharge any mortgage, lien, encumbrance or charge on, pledge or, security interest in or conditional sale or other title retention agreement with respect to all or any part of the Property or any interest therein, or any revenues, income or profit or other sums arising from the Property or any part thereof (including, without limitation, any lien, encumbrance or charge as a result of operation of law); (vi) permit any mechanics or other liens to be filed or to exist against the Property or any part thereof, and the Sole Member shall, within forty-five (45) days after notice of filing of such lien, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise; or (vii) cause or permit the Company to lease all or any portion of the Property for monthly lease rates less than an amount equal to the quotient obtained by dividing (x) all monthly costs and expenses required to maintain the Property in accordance with this Agreement, multiplied by 1.20, by (y) the percentage of leased property for such lease. For example, if Company leases 50% of the Property to a single tenant, and all monthly costs and expenses required to maintain the Property in accordance with this Agreement is \$10,000, then the monthly lease rate for such lease shall be an amount equal to \$6,000 (i.e.,  $(\$10,000 \times 1.20) \times .50 = \$6,000$ ).

## **Article VI**

The operating agreement and all certificates representing limited liability company membership interests of the Company that are presently outstanding shall immediately be surrendered to the Company for the purpose of affixing the following legend thereon in a conspicuous manner, and all subsequent certificates representing an ownership interest in the Company shall also bear the following legend.

**RESTRICTIONS ON THE RIGHT TO OWN OR TRANSFER THE LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS OF THE COMPANY HAVE BEEN IMPOSED PURSUANT TO AN OPTION TO RE-PURCHASE AGREEMENT (THE "OPTION AGREEMENT"), DATED NOVEMBER 5, 2008, BY AND AMONG THE COMPANY, SOUTH BAY DEVELOPERS GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY (THE "SOLE MEMBER") AND LUPETTO, INC., A FLORIDA CORPORATION ("LUPETTO"), PURSUANT TO WHICH, LUPETTO RESERVES THE RIGHT AND OPTION TO ACQUIRE ALL OF THE LIABILITY COMPANY MEMBERSHIP INTERESTS OF THE COMPANY OWNED BY THE SOLE MEMBER.**

ACCORDINGLY, AS LONG AS THE OPTION AGREEMENT IS OUTSTANDING, NO TRANSFER OF, NOR ANY ENCUMBRANCE ON (A) ANY LIMITED LIABILITY COMPANY MEMBERSHIP INTEREST OF THE COMPANY, INCLUDING WITHOUT LIMITATION, ALL OF THE LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS OWNED BY THE SOLE MEMBER OF THE COMPANY, OR (B) ANY REAL OR PERSONAL PROPERTY OF THE COMPANY, SHALL BE PERMITTED, WITHOUT THE PRIOR WRITTEN CONSENT OF LUPETTO, WHICH CONSENT MAY BE GRANTED OR WITHHELD BY LUPETTO IN ITS SOLE AND UNFETTERED ABSOLUTE DISCRETION. ANY TRANSFERS SHALL AT ALL TIMES BE SUBJECT TO THE OPTION AGREEMENT AND THE RIGHTS OF LUPETTO, AS SET FORTH IN THE OPTION AGREEMENT, UNLESS OTHERWISE PROVIDED BY LUPETTO. THE COMPANY SHALL FURNISH A COPY OF SUCH AGREEMENT TO ANY MEMBER WITHOUT CHARGE UPON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS OR ITS REGISTERED OFFICE.

#### Article VII

In addition to any requirements set forth in the operating agreement of the Company, these Amended Articles shall not be amended without first obtaining the prior written consent of Lupetto.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Organization as of the date first above written.

South Bay Holdings, LLC, Sole Managing Member

By: Allegiance Partners, Inc., Managing Member

By:

  
Roberto Cortes, President

By: Weisson Holding, LLC Managing Member

By:

  
Ernesto Weisson, Managing Member

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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