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Pg 003
Page 1 of 1

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EXAMINER

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**AMENDED AND RESTATED ARTICLES OF ORGANIZATION
OF
SOMI GROUP LLC**

These Amended and Restated Articles of Organization of SOMI Group LLC (these "**Amended Articles**") are duly executed and are being filed with the Florida Department of State in accordance with the provisions of Section 608.411 of the Florida Statutes. These Amended Articles amend, and restate and supersede in their entirety, those certain Articles of Organization for Limited Liability Company filed with the Florida Department of State on September 18, 2008. These Amended Articles shall be effective upon the date of the filing thereof with the Florida Department of State.

**ARTICLE I
NAME**

The name of this limited liability company (the "**Company**") is SOMI GROUP LLC.

**ARTICLE II
ADDRESS**

The mailing address and street address of the principal office of the Company is 7301 SW 57th Court, Suite 440, Miami, Florida 33143.

**ARTICLE III
REGISTERED AGENT**

The address of the registered office of the Company is 7301 SW 57th Court, Suite 440, Miami, Florida 33143, and its initial registered agent at such office is AV Development Group, LLC.

**ARTICLE IV
MANAGEMENT**

The Company shall be a manager-managed limited liability company and shall be managed in accordance with the Operating Agreement adopted by the Members.

**ARTICLE V
ADDITIONAL MATTERS**

The members of the Company (the "**Members**") elect to include the following additional matters in these Amended Articles:

(a) Purchase Option. Certain members of the Company (the "**Optionee Members**") have been granted an option to purchase (the "**Purchase Option**") all, but not less than all, of the

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membership interests in the Company of the other members (the "Optionor Members"), price and subject to certain terms and conditions set forth in that certain Operating Agreement of SOMI Group LLC effectively dated as of September 18, 2008, as supplemented and amended by that certain Amendment to Operating Agreement of SOMI Group LLC dated as of January 26, 2009 (collectively, the "Operating Agreement"). The Purchase Option shall remain in effect and be exercisable at any time on or prior to December 31, 2014, unless sooner terminated in accordance with the provisions of the Operating Agreement.

(b) Conditional Purchase Option. If either (i) the Purchase Option is not exercised on or prior to December 31, 2014 or the Purchase Option otherwise terminates prior to the exercise thereof, or (ii) the Purchase Option is exercised but the sale and purchase of the membership interests subject thereto is not closed due to a default by the Optionee Members, then the Optionor Members shall have the option to purchase (the "Conditional Purchase Option") all, but not less than all, of the membership interests in the Company of the Optionee Members, at a price and subject to certain terms and conditions set forth in the Operating Agreement. If and as applicable, the Conditional Purchase Option shall remain in effect and be exercisable at any time on or prior the date thirty (30) days after the earlier of (x) December 31, 2014 or (y) the termination of the Purchase Option.

(c) Certification of Membership Interests. Each Member's respective membership interest in the Company shall be evidenced by a certificate (the "Member Certificate"). Each Member Certificate shall contain a legend disclosing the restrictions and limitations on the transfer, assignment, sale, conveyance, hypothecation, license, lease, partition, or pledge of or grant of a security interest in (each a "Transfer") a membership interest set forth in the Operating Agreement. Further, the Member Certificate for each of the Optionor Members shall contain an additional legend disclosing that their membership interests are subject to the Purchase Option and the Member Certificate for each of the Optionee Members shall contain an additional legend disclosing that their member interests are subject to the Conditional Purchase Option.

(d) Limitations on Transfer of Membership Interests. No Transfer of all or any part of a membership interest in the Company or any interest or right in such membership interest shall be permitted without the prior written approval of those Member(s) whose aggregate membership percentage interest in the Company exceeds fifty percent (50%) of the total membership percentage interest of all Members then entitled to vote on such matter under the provisions of the Operating Agreement (the "Required Vote of the Members"). In addition, during any period in which the Purchase Option is in effect, no Transfer of all or any part of a membership interest in the Company or any interest or right in such membership interest shall be permitted without the prior written approval of the Optionee Members (or their successors as Members), unless (i) the Transfer of a membership interest is a transfer of ownership, (ii) the transferee is already a Member, and (iii) the transferee executes an acknowledgement and other documents necessary in the determination of the Optionee Members to confirm that the option to purchase such transferred membership interest is still in full force and effect and applies with equal force to such transferee. No Transfer of all or any portion of a membership interest in the Company or any interest or right in such membership interest shall be effected except through (x) an endorsement of the Member Certificate relating to such membership interest to reflect the written

H10000016993 3

approval of the Members whose approval is required under the provisions of Operating Agreement, (y) the delivery of the endorsed Member Certificate to the transferee, and (z) the registration of such Transfer on the registry of Member Certificates maintained by the Company. Any purported Transfer not complying with the above requirements shall be void *ab initio*.

(e) Limitations on Transfer or Encumbrance of Property. Except as otherwise expressly provided in the Operating Agreement, neither the Company, nor any Manager or Member shall take any action, or expend any sums, to (i) sell, lease, transfer, assign, convey or otherwise dispose of all or any part of, or any interest in, the land or other assets and property, whether real, personal or mixed, now or hereafter owned by the Company (the "Property"), or (ii) borrow money and issue evidence of indebtedness and security therefor, mortgage, pledge or otherwise encumber any Property, refinance any borrowing, or name the Company as guarantor or indemnitor for any loan or borrowing, unless the same is approved in writing by the Required Vote of the Members, and, during any period the Purchase Option remains in effect, the Optionee Members (or their successors as Members).

The undersigned, a Member (or an authorized representative of a Member) of the Company, has executed these Amended Articles on behalf of the Company in accordance with the provisions of Sections 608.407 and 608.411 of the Florida Statutes.

Dated as of February 23, 2009.

BAUWERK MADRID, LLC, a Florida
limited liability company

By:

Tomas Velasco-Gomez, Manager

By:

Teodoro Aranz Velasco, Manager

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H10000016993 3

**CERTIFICATE DESIGNATING REGISTERED OFFICE AND REGISTERED AGENT
FOR THE SERVICE OF PROCESS WITHIN FLORIDA**

In compliance with the requirements of Chapter 608 of the Florida Statutes, the following is submitted:

SOMI Group LLC hereby designates AV Development Group, LLC, a Florida limited liability company, as its registered agent to accept service of process within the State of Florida, and the address of its registered office is 7301 SW 57th Court, Suite 440, Miami, Florida 33143.

Dated as of February 23, 2009.

SOMI GROUP LLC, a Florida limited
liability company

By:

AGUSTIN ABLAO, its Manager

Having been named as registered agent to accept service of process for the above stated limited liability company, at the place designated in this certificate, the undersigned hereby agrees to accept the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties as registered agent, and the undersigned is familiar with, and accepts, the obligations of that position as provided for in Chapter 608 of the Florida Statutes.

AV DEVELOPMENT GROUP, LLC, a
Florida limited liability company

By:

AGUSTIN ABLAO, its Manager

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