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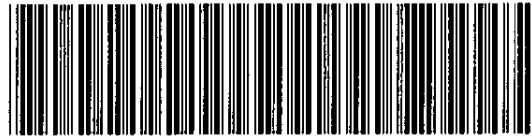
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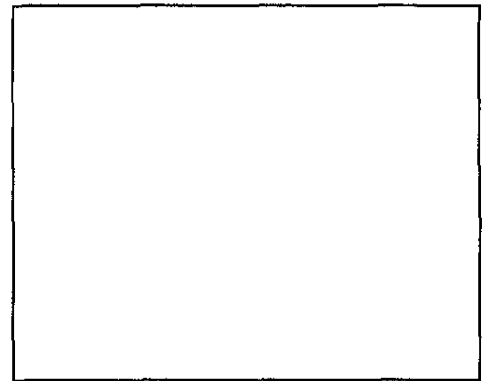
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ENTITY NAME:

Y&V WES WORLDWIDE ENGINEERING SERVICES LLC

CK# 5313 FOR \$160.00

PLEASE FILE THE ATTACHED ARTICLES & RETURN THE FOLLOWING:

XXX CERTIFIED COPY

\_\_\_ STAMPED COPY

XXX CERTIFICATE OF STATUS

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Examiner's Initials

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ARTICLES OF ORGANIZATION OF  
Y&V WES WORLDWIDE ENGINEERING SERVICES, LLC

ARTICLE I  
NAME

The name of this Limited Liability Company shall be Y&V WES WORLDWIDE ENGINEERING SERVICES, LLC (the "Company").

ARTICLE II  
PRINCIPAL PLACE OF BUSINESS

The principal place of business of the Company shall be 240 Crandon Blvd., Suite 283, Key Biscayne, FL 33149, and such other place or places as the members from time to time may determine. The mailing address of the Company is 240 Crandon Blvd., Suite 283, Key Biscayne, FL 33149.

ARTICLE III  
INITIAL REGISTERED OFFICE AND  
REGISTERED AGENT

The initial registered agent of the Company shall be Atrium Registered Agents, Inc. The address of the initial registered agent is 1500 San Remo Avenue, Suite 125, Coral Gables, Florida 33146.

ARTICLE IV  
MANAGEMENT

(a) The business and affairs of the Company shall be managed under the direction of a board of Managers and the Company shall be a Manager-Managed company. The board of Managers shall be comprised of not less than three (3) and not more than six (6) individuals. Each Manager shall hold office until the next annual meeting of the Members or until his or her successor is elected and qualifies. Notwithstanding anything to the contrary, the Member of the Company, Y&V ETGH ENGINEERING TECHNOLOGY GENERATION HOLDINGS, LLC, a limited liability company organized and existing pursuant to the laws of the State of Florida, shall have the sole right to elect the Managers and to remove and replace said Managers as herein provided. The names and addresses of the Managers who will serve as managers until the first annual meeting of the Members or until their successors are elected and qualified in accordance with the Operating Agreement, if any, or applicable law are:

David R. Vergara  
240 Crandon Blvd., Suite 283  
Key Biscayne, FL 33149

Luis A. Yanes  
240 Crandon Blvd., Suite 283  
Key Biscayne, FL 33149

Cesar A. Chacon  
240 Crandon Blvd., Suite 283  
Key Biscayne, FL 33149

The board of Managers shall have the full right, power and authority to manage the business and affairs of the Company including all rights and powers and authority to:

(1) Negotiate, investigate, review, incur, assume, or enter into any contract, debt, loan, financing, guarantee, mortgage, lease, sublease, license, employment or consulting arrangement or any other obligation or duty;

(2) Purchase, rent, lease, license or otherwise acquire (including, but not limited to, any mortgage, lien or other security interest) any real or personal property (or any interest therein);

(3) Sell, dispose, trade, or exchange Company assets in the ordinary course of the LLC's business;

(4) Purchase insurance to protect the Company's officers, managers, members, employees, properties, and business;

(5) Borrow money and, in connection therewith, grant security interests in and mortgages upon the property of the Company and execute and deliver documents and instruments authorizing the confession of judgment against the Company;

(6) Execute and deliver releases and discharges on behalf of the Company;

(7) Conduct of its business, including, without limitation, all legal, accounting, and other related expenses incurred in connection with the organization, financing, and operation of the Company;

(8) Invest and reinvest Company reserves in short term instruments or money market funds; hire or retain any employee, consultant, professional or other third party, including, but not limited to, any accountant, attorney, financial advisor, management consultant, broker, or property manager;

(9) Place or allow any lien, mortgage, security interest or other encumbrance to be placed against any property of the Company;

(10) Modify, settle or compromise any amount owed to or by the Company or any other contract, obligation or duty of or with the Company;

(11) Conduct or settle any audit, administrative proceeding, lawsuit, claim or other similar proceeding or action; or

(12) Do all other things necessary to accomplish the Company's purposes, including the execution of contracts, instruments and documents that the board of managers deems necessary or advisable to carry out the purposes of the Company, including, but not limited to, contracts, instruments, and documents whose operation and effect extend beyond the term of the Company.

(b) An annual meeting of the board of Managers shall be held immediately after and at the same place as the annual meeting of Members, with no notice being necessary. The board of Managers may establish, by resolution, the time and place, either in or outside of the State of Florida, for the holding of regular meetings of the board of managers without notice other than that resolution.

(c) Special meetings of the board of Managers may be called by or at the request of a majority of the board of Managers then in office. The person or persons authorized to call special meetings of the board of Managers may fix any place in the State of Florida as the place for holding any special meeting of the board of managers.

(d) Notice of any special meeting of the board of Managers shall be given to each member of the board of Managers. Notice that is personally delivered or sent by facsimile shall be given at least two (2) days before the meeting. Notice that is given by mail shall be given at least five (5) days before the meeting.

Notice given by mail will be deemed to be received forty eight (48) hours after it is placed in the U.S. Mail, certified mail, return receipt requested, postage fully prepaid thereon. Neither the business to be transacted at, nor the purpose of, any annual, regular, or special meeting of the board of managers need be stated in the notice.

(e) A majority of the entire board of Managers shall constitute a quorum for the transaction of business at any meeting of the board of Managers. If there is no quorum at a meeting, a majority of the board members present may adjourn the meeting to a future time, without further notice. The board members present at a meeting that has been duly called and convened may continue to transact business until adjournment, even though enough board members withdraw to leave less than a quorum.

(f) The affirmative vote of a majority of the members of the board of Managers, present at a meeting at which a quorum is present, shall be required for any action of the board of Managers.

(g) Members of the board of Managers may participate in a meeting by means of a conference telephone or similar communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means shall constitute presence in person at the meeting.

(h) Any action required or permitted to be taken at any meeting of the members of the board of Managers may be taken without a meeting if a consent in writing to the action is signed by the number of the members of the board of managers required to take the action, and the written consent is filed with the minutes of proceedings of the board of Managers. However, any vote shall only be recognized when provided in writing.

(i) Any vacancy on the board of Managers for any cause may be filled by the Member of the Company, Y&V ETGH ENGINEERING TECHNOLOGY GENERATION HOLDINGS, LLC, by written consent and without notice. In the absence of said nomination, the remaining members of the board of managers may fill such vacancy except that a Manager elected by the board of managers to fill a vacancy shall serve until the next annual meeting of Members or until his or her successor is elected and qualifies.

(j) Managers shall not receive any stated salary for their services as managers but, by resolution of the board of managers, a fixed sum and expenses of attendance, if any, may be allowed to Managers for attendance at each annual, regular or special meeting of the board of managers or of any committee of the board of managers.

(k) The Member of the Company, Y&V ETGH ENGINEERING TECHNOLOGY GENERATION HOLDINGS, LLC may, at any time, remove any of the managers with or without cause and may elect a successor to fill any resulting vacancy for the balance of the term of the removed manager by written consent and without notice.

(l) The Managers may appoint, by written instrument, such officers of the Company (each, an "Officer"), with such powers, duties and responsibilities as the Manager, in the Manager's sole discretion, may determine from time to time. The powers, duties and responsibilities of an Officer shall be set forth in the written instrument of the Managers appointing the Officer. At any time, the Managers may, at the Manager's sole discretion, revoke any appointment or modify, limit or amend the powers, duties or responsibilities of an Officer.

(m) No Person (other than a Manager or Officer) shall have the authority to represent, bind or otherwise act on behalf of the Company.

#### ARTICLE V CAPITALIZATION

(a) Each Member shall contribute to the capital of the Company the amounts agreed upon between the Company and said Member as such Member's initial capital contribution. Amounts paid by the Members under this Article V shall be credited to their respective capital accounts when actually paid. A record of such capital contributions shall be maintained at the principal place of business of the Company.

(b) Additional Capital Contributions. If, at any time, the board of Managers determines that the Company requires additional funds in furtherance of its business, the Company may, but shall not be required to, first attempt to borrow any funds needed for the business from third party lenders on commercially reasonable terms. If the Company is unable to borrow such funds or it determines not to borrow such funds, then the board of Managers may request an addition to the capital of the Company (the "Additional Capital Contributions") from each Member. Additional Capital Contributions shall be made by the Members in accordance with the following procedure:

(1) Each Member shall contribute to the capital of the Company, in cash or current funds, its pro-rata share, in proportion to each Member's percentage interest, of the Additional Capital Contributions requested.

(2) If a Member fails to make any required Additional Capital Contribution, the other Members shall have the right to make the Additional Capital Contributions to the Company which the non contributing Member failed to make. In the event a Member makes an Additional Capital Contribution, the non-contributing Member's percentage interest shall be reduced and the percentage of each Member who contributes in his stead shall be increased so that each member's cumulative capital contribution is equal to a fraction, the numerator of which is such Member's cumulative capital contribution and the denominator of which is the cumulative capital contributions of all Members. This remedy is in addition to any other remedies allowed by law including reducing the defaulting Member's proportionate membership interest in the Company, subordinating the defaulting Member's interest in the Company to that of the nondefaulting Members or the lending by other members of the amount necessary to meet the defaulting Member's commitment.

#### ARTICLE VI PURPOSE OF THE COMPANY

This limited liability company may engage or transact in any or all lawful activities or business permitted under the laws of the United States, the State of Florida or any other state, country, territory, or nation.

ARTICLE VII  
TAX STATUS OF THE COMPANY

The Members intend that the Company be characterized as a partnership for United States federal income tax purposes. No Member, Manager or officer shall make any election or take any other action if such election or other action would adversely affect such characterization.

ARTICLE VIII  
RIGHTS OF CONTRIBUTION

(a) One or more Members or any of its affiliates may from time to time, in his own discretion, but with the written consent of the board of Managers, provide his personal guarantee or pledge his personal assets in connection with any loan to be made to the Company or to any subsidiary or affiliated company. It is the Members' intention and agreement that in the event of any such guarantee or pledge, all of the Members should be liable only for their respective share of any such obligation in accordance with their percentage interest in the Company or as otherwise agreed among them before granting any such guarantee or making such pledge. As a result in the event that any Members shall not be able to grant any guarantee or make such pledge, the Members shall reach an equitable agreement as to how to compensate the Members who are granting the guarantee or making such pledge including but not limited to a special allocation of profits or the payment of a guarantee fee. In the absence of any said agreement and in the event any Member suffers a personal loss as a result of any such personal guarantee or pledge of personal assets, all the Members should bear such loss in accordance with their percentage interest in the Company. Thus, each Member shall have rights of contribution and indemnity from the other Members to the extent necessary to assure that any loss derived by a Member from any personal guarantee given, or any personal collateral pledged, in connection with obtaining any debt, loan, financing, mortgage, or any other obligation of the Company, subsidiary or affiliate, including attorneys' fees and litigation costs incurred in defending against any claim relating to the above, be shared by all Members in proportion to their respective percentage interest in the Company. The Managers shall keep all Members informed of any such personal guarantees or pledges. The rights of contribution and indemnity provides in this Article VIII shall not extend beyond the specific circumstances provided herein.

(b) The Members agree to execute all certificates and other documents and shall do all filing, recording, publishing, and other acts as are necessary to carry out the provisions of this Article VIII.

ARTICLE IX  
TRANSFER OF MEMBERSHIP INTERESTS

(a) Except as otherwise provided in this Articles of Organization or in the Operating Agreement, if any, no Member may withdraw from the Company prior to the dissolution and winding up of the Company or transfer all or any portion of a membership interest in the Company (or any interest therein or any right, duty or obligation relating thereto, including but not limited to, any right to receive a distribution or an allocation of profit or loss or participate in the management of the Company). Any purported transfer or withdrawal from the Company, in violation of this Article IX or any Operating Agreement, if any, shall be null and void ab initio and of no force or effect and shall not bind the Company.

(b) Notwithstanding anything herein to the contrary set forth in this Article IX, a transfer of a membership interest in the Company (or any interest therein or any right, duty or obligation relating thereto,

including but not limited to, any right to receive a distribution, an allocation of profit or loss or participate in the management of the Company) shall not be permitted or made if (1) such transfer would violate applicable securities, "blue key" or similar laws, (2) such Transfer would cause the Company to be treated as a "publicly-traded partnership" within the meaning of Section 7704 of the Internal Revenue Code, (3) such transfer would require the Company to change from the cash receipts and disbursements method of accounting pursuant to Section 448 of the Internal Revenue Code, or (4) at the time of a transfer, the transferee is a minor or is otherwise considered under a disability by the board of Managers.

(c) A transferee shall not be admitted as a Member unless and until the transferee executes and delivers an agreement acknowledging his being bound by this Articles of Organization, any then existing Operating Agreement, expressly assumes all of the obligations of the transferor, and executes or delivers such other agreements, instruments, certificates, affidavits, opinions of counsel and other documents as the board of Managers may reasonably require in order to admit the transferee as a Member in accordance with any relevant agreement and applicable law. Except as provided in the immediately preceding sentence, a transferee (including a Permitted Transferee) shall not be a Member or otherwise be entitled to participate in the management and affairs of the Company, and a transfer of a membership interest in the Company (or any interest therein or any right, duty or obligation relating thereto, including but not limited to, any right to receive a distribution or an allocation of profit or loss or participate in the management of the Company) shall not release, terminate, alter or otherwise affect any duty, obligation or liability of the transferor.

(d) Unless a Transferee is admitted as a Member in accordance with this Article IX, the only effect of a transfer of a membership interest in the Company in accordance with this Article VIII is to entitle the Transferee to allocations and distributions with respect to such membership interest in the Company, but only to the extent the transferor would have been entitled to such allocations and distributions if the transferor continued to own such of a membership interest in the Company. Except as provided in the preceding sentence, a transferee who is not admitted as a Member, shall not be entitled to inspect the books or records of the Company, and shall not have any of the rights of a Member.

(e) A transfer of a membership interest in the Company in accordance with the terms of this Agreement and applicable law shall not dissolve the Company.

#### ARTICLE X NAMES AND MARKS TO BE USED BY THE COMPANY.

The Members recognize that the names or marks "Y&V", "Empresas Y&V", or any other name or mark belonging to the companies owned by the Venezuelan Group headed by Empresas Y&V, C.A., a group engaged in the areas of engineering, construction, operations, maintenance, and environmental projects, are the exclusive property of Empresas Y&V C.A. or its Affiliates (other than the Company) and that these names or marks may only be used by the Company until the Company receives written notice from Empresas Y&V to the contrary at its principal office. As soon as the Company receives such written notice, the Company shall immediately cease to use any such names or marks in its business except as reasonable necessary to complete any incomplete projects and shall take all other steps necessary to disassociate itself from such name including changing its legal name or canceling any fictitious name registrations. Accordingly, the Members recognize and acknowledge that these names and marks or any derivative thereof, and all rights therein and goodwill pertaining thereto belong exclusively to Empresas Y&V, C.A. or its related companies (other than the Company), and that Empresas Y&V C.A. or its related companies (other



than the Company) retain the right to use or to license the use of these names or marks to anyone for any and all purposes.

IN WITNESS WHEREOF, the undersigned has caused these Articles of Organization to be executed on the \_\_\_\_ day of July, 2011, effective upon filing same with the Florida Department of State.

Y&V WES WORLDWIDE ENGINEERING SERVICES, LLC

BY:

  
\_\_\_\_\_  
Jose L. Nuñez, Authorized Representative

**CERTIFICATE OF DESIGNATION OF  
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT DESIGNATING ITS REGISTERED OFFICE AND REGISTERED AGENT IN FLORIDA.

1. The name of the limited liability company is:  
  
Y&V WES WORLDWIDE ENGINEERING SERVICES, LLC
2. The name and address of the registered agent and office is:  
  
Atrium Registered Agents, Inc.  
1500 San Remo Avenue, Suite 125  
Coral Gables, Florida 33146

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, F.S.

ATRIUM REGISTERED AGENTS, INC.

By: 

Jose L. Nuñez, Vice President

Date: July 15, 2011.