



L99000005320

ACCOUNT NO. : 072100000032

REFERENCE : 339218 92490A

AUTHORIZATION :

*Patricia Pizant*

COST LIMIT : \$ 285.00

ORDER DATE : August 12, 1999

ORDER TIME : 12:06 PM

ORDER NO. : 339218-005

CUSTOMER NO: 92490A

800002958258-4

CUSTOMER: Ms. Johanna Ravelo  
PROFILET VAZQUEZ & HESS  
PROFILET VAZQUEZ & HESS  
Suite 407  
501 Brickell Key Drive  
Miami, FL 33131

DOMESTIC FILING

NAME: SUNNY CASH LLC

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION  
       CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

       CERTIFIED COPY  
XX PLAIN STAMPED COPY  
       CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Tamara Odom

EXAMINER'S INITIALS:

FILED  
99 AUG 12 AM 10:52  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
LEGISLATIVE

*h/g*  
*100-10116*



FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

August 12, 1999

CSC

SUBJECT: SUNNY CASH LLC  
Ref. Number: W99000018716

**RESUBMIT**  
Please give original  
submission date as file date.

We have received your document for SUNNY CASH LLC and the authorization to debit your account in the amount of \$285.00. However, the document has not been filed and is being returned for the following:

The document must contain the name, title, and business address of each managing member or manager who will manage the foreign limited liability company in the state of Florida. Please insert "MGRM" in the title portion for each managing member and "MGR" in the title portion for each manager.

You must provide this office with the agreed value and a written description of the property and/or services you refer to in your affidavit. You may amend your affidavit to include this description or include an attachment.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6043.

Shawn Logan  
Document Specialist

Letter Number: 199A00040848

FILED  
99 AUG 12 AM 10:52  
RECEIVED  
99 AUG 26 AM 8:56  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION OF SUNNY CASH LLC  
LIMITED LIABILITY COMPANY**

The undersigned, being authorized to execute and file these Articles, hereby certifies that:

**ARTICLE I — Name:**

The name of the Limited Liability Company is: **SUNNY CASH LLC**

**ARTICLE II — Address:**

**501 Brickell Key Drive Ste. 407 Miami, FL 33131**  
The mailing address and street address of the principal office of the Limited Liability Company is:

**ARTICLE III — Duration:**

The period of duration for the Limited Liability Company shall be: **Perpetual**

**ARTICLE IV — Management:**

**(Check the appropriate box and complete the statement)**

The Limited Liability Company is to be managed by a manager or managers and the name(s) and address(es) of such manager(s) who is/are to serve as manager(s) is/are:

The Limited Liability Company is to be managed by the members and the name(s) and address(es) of the managing member(s) is/are: **Genaro Diaz, MGRM Jose Carlos Solloa, MGRM  
Eugenio Saturnino DeAgüero, MGRM 601 Brickell Key Dr.  
SUITE 802**

**ARTICLE V — Admission of Additional Members:**

The right, if given, of the members to admit additional members and the terms and conditions of the admissions shall be: **Miami, FL ( Same for all )  
by unanimous vote of members.**

**ARTICLE VI — Members' Rights to Continue Business**

The right, if given, of the remaining members of the limited liability company to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the limited liability company shall be: **determined by the votes of the majority of the members as of the date of specified event (as described herein).**

**ARTICLE VII — Affidavit of Membership and Contributions**

The undersigned member or authorized representative of a member of SUNNY CASH LLC certifies:

- 1) the above named limited liability company has at least one member;
- 2) the total amount of cash contributed by the member(s) is **\$1,000;**
- 3) if any, the agreed value of property other than cash contributed by member(s) is (A description of the property attached and made a part hereto); and **\$ 0;**
- 4) the total amount of cash and property contributed and anticipated to be contributed by member(s) is **\$100,000.**

**ARTICLE VIII - Right of First Offer**

99 AUG 22 AM 10:52  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*Handwritten signature/initials*

If an Interest Holder (a "Transferor") desires to Transfer all or any portion of, or any interest or rights in, the Transferor's Interest (the "Transferor Interest"), the Transferor shall notify the Company of that desire (the "Transfer Notice"). The Transfer Notice shall describe the Transferor Interest. The Company shall have the option (the "Purchase Option") to purchase all of the Transferor Interest for a price (the "Purchase Price") equal to the amount the Transferor would receive if the Company were liquidated and an amount equal to the appraised value were available for distribution to the Members.

The Purchase Option shall be and remain irrevocable for a period (the "Transfer Period") ending at 11:59 P.M., local time at the Company's principal office on the thirtieth (30th) Day following the Transfer Notice is given to the Company.

At any time during the Transfer Period, the Company may elect to exercise the Purchase Option by giving written notice of its election to the Transferor. The Transferor shall not be deemed a Member for the purpose of voting on whether the Company shall elect to exercise the Purchase Option.

If the Company elects to exercise the Purchase Option, the Company's notice of its election shall fix a closing date (the "Transfer Closing Date") for the purchase, which shall not be earlier than five (5) days after the date of the notice of election or more than thirty (30) days after the expiration of the Transfer Period.

If the Company elects to exercise the Purchase Option, the Purchase Price shall be paid in cash on the Transfer Closing Date.

If the Company fails to exercise the Purchase Option, the Transferor shall be permitted to offer and sell the Transferor Interest to any non-Affiliate for a period of ninety (90) days (the "Free Transfer Period") after the expiration of the Transfer Period at a price not less than the Purchase Price. If the Transferor does not Transfer the Transferor Interest within the Free Transfer Period, the Transferor's right to Transfer the Transferor Interest pursuant to this Section shall cease and terminate.

Any Transfer of the Transferor Interest made after the last day of the Free Transfer Period or without strict compliance with the terms, provisions, and conditions of this Section and other terms, provisions, and conditions of these Regulations, shall be null and void and of no force or effect.

#### **ARTICLE IX - Major Decisions; Irreconcilable Disputes; Reciprocal Purchase Rights.**

For purposes of this Article, the following terms have the meanings indicated:

"Major Decisions" means any decision to act or not to act that relates to the following:

- (i) selling, assigning, transferring, exchanging, granting leasehold estates in or otherwise disposing of the Company's assets, any portion thereof or any interest therein;
- (ii) incurring any debt on behalf of the Company (except for trade debt incurred in the ordinary course of the Company's business and due within twelve (12) months or debt permitted under the Company's budget);
- (iii) except as set forth in the Company's budget, making any expenditures in excess of Five Thousand Dollars (\$5,000);
- (iv) changing or permitting to be changed in any substantial way the accounting process and procedures employed in keeping the books of account or preparing financial statements or income tax returns with respect to the operation or management of the Property or the Company pursuant to this Agreement;
- (v) settling any claim in excess of \$10,000 for insurance proceeds;

FILED  
99 JUN 12 AM 10:55  
RECEIVED  
TOLSON  
FBI

Handwritten initials and scribbles on the left margin.

(vi) settling any claim in excess of \$10,000 for payment of awards or damages arising out of the exercise of eminent domain by any public or governmental authority;

(vii) making, executing, or delivering on behalf of the Company any assignment for the benefit of creditors or any guarantee, indemnity bond, or surety bond, or any equivalent thereof;

(viii) obligating the Company as a surety, guarantor, or accommodation party to any obligation; or

(ix) lending funds belonging to the Company to any third party or extending to any person, firm, or corporation, credit on behalf of the Company, except in the ordinary course of business or as set forth in this Agreement.

"Specified Value" means a Member's good faith estimate of the fair market value of all of the assets of the Company.

"Purchase Price" means the purchase price a Member would receive, if the Company sold its assets at the Specified Value and were liquidated.

If either Member (the "Offering Member") requests in writing that the other Member ("Offeree Member") consent to a Major Decision, consent shall be deemed given if the Offering Member receives no response within thirty (30) days after the request. If the Offeree Member rejects the request within thirty (30) days after receipt of the request, a deadlock shall be deemed to exist. If a deadlock occurs, the Offering Member, sometimes hereinafter referred to as "A," may either (i) withdraw the request for consent to the Major Decision, or (ii) offer to purchase the Membership Rights of the Offeree Member, sometimes hereafter referred to as "B."

If A offers to purchase the Interest of B, then A's offer shall state that A wishes to apply the provisions of this Article to purchase the entire (and not part of the) right, title, and interest of B and shall set forth the Purchase Price of B's Membership Rights.

Within ninety (90) days after receipt of A's offer, B shall give written notice to A electing to do one of the following: (i) purchase A's entire (and not part of the) Membership Rights at an amount equal to the Purchase Price; (ii) sell B's Membership Rights to A at an amount equal to the Purchase Price; or (iii) do neither of those things, in which event the Major Decision with respect to which a deadlock has been deemed to exist shall be resolved in favor of A.

If B exercises its right to purchase or sell pursuant to Sections (i) or (ii) above, the closing of the sale shall take place pursuant to the terms of the subsequent paragraph unless A, within fifteen (15) days following the expiration of the ninety (90)-day period described in the preceding paragraph, notifies B that the Major Decision with respect to which a deadlock has been deemed to exist has been resolved in favor of B.

If a sale pursuant to the preceding provisions of this Article occurs, the closing shall take place at the office of the Company within the forty-five (45) business days following the expiration of the fifteen (15) day period set forth above, unless the parties otherwise agree. The purchaser shall pay the purchase price to the seller in wired federal funds or cashier's or certified bank checks drawn on or by any national bank located in Florida. The purchaser shall execute and deliver to the seller a document (in form and substance reasonably satisfactory to the seller) indemnifying the seller from and against any and all personal liabilities and obligations of the seller with respect to debts of the Company. The purchaser and seller shall cause any loans made by the seller to the Company, or by the Company to the seller, together with interest accrued thereon, to be repaid. On due performance by the purchaser, the seller shall execute and deliver all deeds, assignments, and other instruments as may be reasonably required to vest in the purchaser the seller's entire Membership Rights, free and clear of all liens and encumbrances.

If the purchaser fails to consummate the purchase, pay the purchase price, and perform all of the purchaser's other obligations in accordance with the above paragraph, the seller, in addition

Handwritten initials and scribbles on the left margin.

FILED  
AUG 10 2010  
CLARK COUNTY  
FLORIDA

to and not by way of limitation of any other rights or remedies available at law or in equity, shall have the right to:

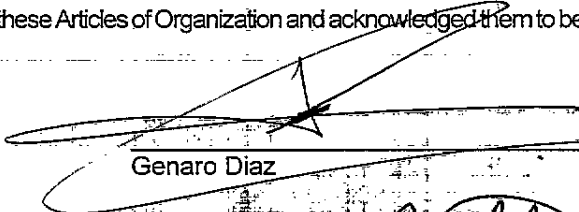
(i) purchase the entire Membership Rights of the defaulting purchaser at a price equal to ninety percent (90%) of the Purchase Price; or

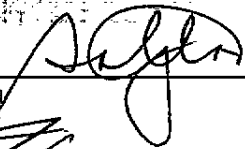
(ii) consider the issue with respect to which there was a deadlock to have been resolved in the seller's favor and cause the Company to act or decline to act accordingly.


To elect the remedies set forth in either Sections (i) or (ii) immediately preceding this paragraph, the seller shall give written notice to the defaulting purchaser within sixty (60) days after the default. If the seller elects to exercise the right to purchase the Membership Rights of the defaulting purchaser, the closing of the purchase shall take place at the office of the Company on the date and at the time specified in the notice, which shall be not less than thirty (30) or more than sixty (60) days after the date of the notice.

Except as expressly set forth herein, no sale pursuant to this Section 5.7 shall relieve the seller or purchaser from any duty or obligation owed to the Company or the other Member which accrued prior to the date of the sale or shall constitute a waiver or release of claims with respect thereto.

21st IN WITNESS WHEREOF, we have signed these Articles of Organization and acknowledged them to be our act this day of July, 1999.

  
\_\_\_\_\_  
Genaro Diaz

  
\_\_\_\_\_  
Jose Carlos Solioa

  
\_\_\_\_\_  
Eugenio Saturnino DeAguero

25

FILED  
99 AUG 12 AM 10:52  
TALLAHASSEE, FLORIDA

**Registered Agent/Registered Office**

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

**PURSUANT TO THE PROVISIONS OF SECTION 608.415 OR 608.507, FLORIDA STATUTES, THE  
UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO  
DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.**

1. The name of the Limited Liability Company is:  
**SUNNY CASH LLC**
2. The name and the Florida street address of the registered agent and registered office are:

**Gerardo A. Vazquez, Esquire**  
(Name)

**501 Brickell Key Drive, Suite 407**  
Florida street address (P.O. Box **NOT** acceptable)

**Miami, Florida 33131**  
City/State/Zip

*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.*

  
\_\_\_\_\_  
(Signature)

FILED  
99 AUG 12 AM 10:52  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA