

Mayle, Flanigan
Requester's Name
118 N. Gadsden St.
Address
Talla. Fl. 681-3828
City/State/Zip Phone #

L98000001933

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. ARH, L.C.
(Corporation Name) (Document #)

2. (Corporation Name) (Document #)

3. (Corporation Name) (Document #)

4. (Corporation Name) (Document #)

- ☐ Walk in ☐ Pick up time ☐ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS

- ☐ Profit
☐ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

AMENDMENTS

- ☐ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☐ Merger

REGISTRATION/QUALIFICATION

- ☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

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DIVISION OF CORPORATION
01 MAR 27 PM 12:43
TALLAHASSEE, FLORIDA

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Examiner's Initials

CALL When Ready

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
ARH, L.C.**

On September 21, 1998, the undersigned formed and established a limited liability company under the laws of the State of Florida. The undersigned does hereby restate and amend the Articles of Organization as follows:

**ARTICLE I
Name**

The name of this limited liability company is ARH, L.C. ("Company").

**ARTICLE II
Purpose; Prohibited Activities**

i. **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:

- (1) To acquire that certain parcel of real property, together with all improvements located thereon, located at 218 Royal Palm Way, Palm Beach, Florida 33480 and commonly known as the Cypress Trust Building (the "Property").
- (2) To own, hold, sell, assign, transfer, operate, lease, manage, mortgage, pledge and otherwise deal with the Property.

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ARTICLES OF ORGANIZATION
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- (3) To exercise all powers enumerated in Chapter 608 of the Limited Liability Act of Florida Statutes which were incidental, necessary or appropriate to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

ii. 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: The Limited Liability Company shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien exists on the Property, the Limited Liability Company shall not incur, assume, or guaranty any other indebtedness, except for trade payables in the ordinary course of its business of owning and operating the Property. The Limited Liability Company shall not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale or transfer of membership interest. For so long as a mortgage lien exists on the Property, the Limited Liability Company will not without the unanimous consent of all of the members of the Limited Liability Company: (i) file or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; 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, (ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for itself or any other entity, (iii) 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, or (iv) take any action in furtherance of the foregoing. For so long as a mortgage lien exists on the Property, no material amendment to these articles of organization may

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be made without first obtaining approval of the mortgagee holding a first mortgage lien on the Property.

ARTICLE III
Company Address

The mailing address and street address of the principal place of business of the Company is 324 Royal Palm Way, Suite 231, Palm Beach, Florida 33480. The Company may at its discretion, at any time, change the address of its principal place of business.

ARTICLE IV
Registered Agent

The name and street address of the registered agent of this Company is Paul A. Krasker, Esquire, 625 North Flagler Drive, 9th Floor, West Palm Beach, Florida, 33401.

ARTICLE V
Management

The management of this Company shall be vested in a manager who shall serve until the next annual meeting of the members or until their successor has been duly elected. The name and mailing address of the manager ("Manager") is as follows: ARH, Inc., a Florida corporation, whose address is 324 Royal Palm Way, Suite 231, Palm Beach, Florida 33480.

ARTICLE VI
Additional Members

Additional members may be admitted to this Company upon such terms and conditions as may be established by the Manager.

ARTICLE VII
Dissolution

The business of this Company shall be dissolved 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 this Company, unless a majority in interest

of the remaining members consent to the continuation of the business of the Company within ninety days of the occurrence of any event which would otherwise terminate the existence of this Company.

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 a mortgage lien exists on the Property the Limited Liability Company shall not liquidate the Property without first obtaining approval of the mortgagee holding a first mortgage lien on the Property. Such holders may continue to exercise all of their 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 VIII **Regulations**

The power to adapt, alter, amend or repeal the regulations of the Company shall be vested in the Manager. Regulations adopted by the Manager may be repealed or altered, new regulations may be adopted by the Manager and the Manager may prescribe that such regulations may not be altered, amended or repealed.

ARTICLE IX **Voting of Members**

Any action of the members may be taken without a meeting and consent in writing setting forth the action so taken shall be signed by all members who will be entitled to vote upon such action at a meeting and filed with the Manager as party of the Company's records.

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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 X **Contracting Debt**

Except as otherwise provided by law, no debt shall be contracted nor liability incurred by or on behalf of this Company except by the Manager. The Manager may contract for and incur liability on behalf of the Company without the consent and approval of the members.

ARTICLE XI **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 any mortgage lien exists on the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in these articles of organization, the Limited Liability Company shall conduct its affairs in accordance with the following provisions:

- (1) 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.
- (2) It shall maintain separate records, books and accounts from those of any affiliate or any other person.

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- (3) It shall not commingle funds or assets with those of any affiliate or any other person.
- (4) It shall conduct its business and hold its assets in its own name.
- (5) It shall maintain financial statements, accounting statements and prepare tax returns separate from any affiliate or any other person.
- (6) 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.
- (7) It shall maintain adequate capital in light of its contemplated business operations.
- (8) It shall maintain an arm's length relationship with any affiliate.
- (9) 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.
- (10) It shall not have any of its obligations guaranteed by any member, general partner or affiliate, except the guarantor of the mortgage loan.
- (11) 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.
- (12) It shall not acquire obligations or securities of its partners, members or shareholders or any affiliate.
- (13) It shall use stationery, invoices and checks separate from any affiliate or any other person.
- (14) 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.

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- (15) It shall not identify its members or any affiliates as a division or part of it.
- (16) It shall correct any known misunderstanding regarding its separate identity.
- (17) 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.
- (18) It shall not share a common logo with any affiliate or any other person.
- (19) 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.
- (20) It shall maintain its books, records, resolutions and agreements as official records.
- (21) It shall hold regular meetings, as appropriate, to conduct its business and observe all Limited Liability Company level formalities and record keeping.

For purpose of this Article XI, 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.

"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 XII
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.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 26 day of March, 2001.

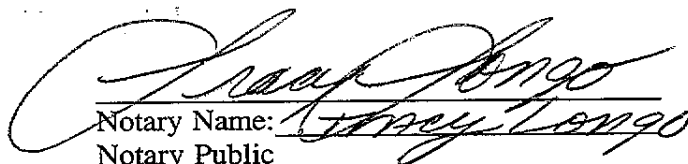
ARH, INC.,
a Florida corporation



Marc Haisfield, Vice President
Title: Authorized Representative

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 26th day of March, 2001, by MARC HAISFIELD, as Vice President of ARH, Inc., an authorized representative of the members, who is personally known to me, ~~OR~~ has produced _____ as identification.



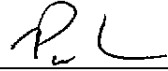
Notary Name: Tracy Lee Longo
Notary Public
Serial (Commission) Number _____
(If any) _____

(NOTARY STAMP)



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NOTARY PUBLIC
STATE OF FLORIDA

I am familiar with and hereby acknowledge and accept the obligations of the Registered Agent for ARH, L.C.



Paul A. Krasker, Esquire
Registered Agent

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