

LD5000051893

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

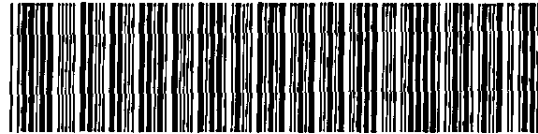
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TALLAHASSEE, FLORIDA

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ATTORNEYS' TITLE

Requestor's Name

1965 Capital Circle NE, Suite A

Address

Tallahassee, Fl 32308

City/St/Zip

850-222-2785

Phone #

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TALLAHASSEE, FLORIDA

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

1- SAWGRASS CENTRE, LLC

2-

3-

4-

☒ Walk-in

☐ Pick-up time ASAP

☒ Certified Copy

☐ Mail-out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

NEW FILINGS

<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non-Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input checked="" type="checkbox"/>	Other

AMENDMENTS

<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS

<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION

<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Examiner's Initials

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AGREEMENT TO CONVERT GENERAL PARTNERSHIP TO
LIMITED LIABILITY COMPANY

THIS AGREEMENT TO CONVERT GENERAL PARTNERSHIP TO LIMITED LIABILITY COMPANY (this "Agreement"), is made this 23 day of May, 2005, by and between JOHN J. BIGGIE, JR., and ROBERT J. MENDENHALL, II.

EXPLANATORY STATEMENT

The parties hereto, as partners of the general partnership trading as SAWGRASS CENTRE AT CORAL SPRINGS, a Florida General Partnership (the "Partnership"), are now engaged in the business of Owning and Leasing Commercial Real Estate (the "Business").

Immediately prior to the execution of this Agreement, the signatories were all of the general partners of SAWGRASS CENTRE AT CORAL SPRINGS, a Florida general partnership, which was organized on the 21st day of July, 1999, (the "Partnership").

The signatories have agreed to convert the Partnership into a Limited Liability Company.

In furtherance of that objective, they have caused the Company (as defined herein) to be organized and are transferring all of their interests in the Partnership to the Company in exchange for membership rights, which will be issued to them in the same proportion as their interests in the Partnership.

Immediately upon the Company's receipt of the partnership interests, the Partnership will be dissolved, the Partnership's assets will be distributed to the Company, and the Company will assume the Partnership's liabilities and continue its business, all subject to the terms and conditions of this Agreement.

The parties hereto (the "Partners") desire to convert the Partnership into a Florida limited liability company (the "LLC") as aforesaid and in accordance with the terms, and subject to the conditions set forth herein.

NOW, THEREFORE, the Partners hereto agree as follows:

1. **Formation of Limited Liability Company.** The parties hereto shall, on the first business day after the conditions set forth in *Section 2* hereof are satisfied, form the LLC to continue the conduct of the Business now being conducted by the Partnership.

2. **Conditions to Formation of Limited Liability Company.** The formation of the LLC and the LLC's continuation of the Business are conditioned upon the satisfaction of the following conditions.

2.1 Receipt of the written consent of each of the Partnership's creditors set forth on *Schedule 2.1* attached hereto to the LLC's assumption of the Partnership's obligations due to such creditors.

2.2 Receipt of the opinion of Thomas F. Oliveto, Certified Public Accountant to the Partnership and the LLC ("CPA"), to the effect that: (i) the LLC will be treated as a partnership for federal income tax purposes, (ii) the LLC will be permitted to utilize the cash method of accounting for federal income tax purposes, and (iii) the transactions contemplated herein will not result in the recognition of gain to the Partnership, the LLC, or the Partners.

3. ***Name of Limited Liability Company.*** The name of the LLC shall be "SAWGRASS CENTRE, LLC., a Florida Limited Liability Company", ("The Company") or another name as the Partners select.

4. ***Capitalization.*** Each Partner shall contribute to the LLC all of such Partner's right, title and interest in and to the Partnership, including, but not limited to, each such Partner's capital account, as his initial capital contribution to the LLC. Immediately succeeding such capital contributions, as a result of the existence of only one partner of the Partnership (vic., the LLC), the Partnership shall dissolve by operation of law and distribute all of its assets, subject to all of its liabilities, to the LLC.

5. ***Organizational Details.*** The Articles of Organization of the LLC shall be in substantially the form attached hereto as *Exhibit A*.

6. ***Organizational Expenses.*** The LLC shall be formed, subject to the provisions of this Agreement, under the direction of Counsel, Karl W. Adler, Esquire. There shall be no charge to the LLC for legal advice and services rendered in its formation. All expenses and costs of organization shall be borne by the Partnership.

7. ***Persons Bound.*** This Agreement shall bind the parties hereto, and their respective heirs, representatives, and permitted assigns.


JOHN J. BIGGIE, JR., Partner

continued....

7. *Persons Bound.* This Agreement shall bind the parties hereto, and their respective heirs, representatives, and permitted assigns.

Robert J. Mendenhall, Jr.
ROBERT J. MENDENHALL, JR, Partner

Original

ARTICLES OF ORGANIZATION
OF
SAWGRASS CENTRE, LLC

1. NAME:

The name of the limited liability company is SAWGRASS CENTRE, LLC

2. PERIOD OF DURATION:

The period of its duration Shall be perpetual.

3. PRINCIPAL PLACE OF BUSINESS:

The street and mailing address of the company's place of business is:

John J. Biggie, Jr.
3041 Northeast 48th Street
Lighthouse Point, FL 33064

4. REGISTERED AGENT AND REGISTERED OFFICE:

The name of the agent and address of the registered office is:

John J. Biggie, Jr.
3041 Northeast 48th Street
Lighthouse Point, FL 33064

5. RIGHT TO ADMIT ADDITIONAL MEMBERS:

Members are given the right to admit new members, upon a seventy-five (75%) percent vote of the existing members and approval of the Manager.

6. RIGHT TO CONTINUE LIMITED LIABILITY COMPANY:

This Limited Liability Company shall not be dissolved in the event of the death, withdrawal, resignation, expulsion, bankruptcy or dissolution of a member, or occurrence of any other event that terminates the continued membership of a member and shall continue its existence as a limited liability company.

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7. MANAGEMENT:

J.B. MANAGEMENT & MAINTENANCE, INC.
John J. Biggie, Jr. As President
3041 Northeast 48th Street
Lighthouse Point, FL 33064

8. THE ORIGINAL ORGANIZERS ARE:

Name and address of organizer:

John J. Biggie, Jr.
3041 Northeast 48th Street
Lighthouse Point, FL 33064

The undersigned organizer has executed these Articles of Organization this 23rd day of May, 2005.

J.B. MANAGEMENT & MAINTENANCE, INC.
MANAGER

By: John J. Biggie, Jr.
JOHN J. BIGGIE, JR., as President
and as Original Organizer

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

I hereby accept my appointment as registered agent for SAWGRASS CENTRE, LLC.
As registered agent I am familiar with, and accept, the obligations of this position.

DATE: 5/23/05

John J. Biggie, Jr.
JOHN J. BIGGIE, JR., Registered Agent

STATE OF FLORIDA)

SS:

COUNTY OF BROWARD)

Before me, the undersigned Notary, on this day personally appeared JOHN J. BIGGIE, JR., as President of J.B. Management & Maintenance, Inc., Manager of said LLC and as Original Organizer, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacities stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 23rd day of May, 2005.

Kelly L. Hofmann
NOTARY PUBLIC

My Commission Expires:

