

207000089211

IFH Realty

(Requestor's Name)

8511 Bull Headley Rd

(Address)

ste 200

(Address)

Tallahassee FL 32312

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_

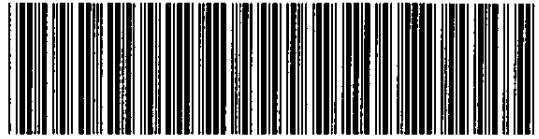
Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

A. LUNT

JAN 22 2008

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STATE DEPT OF STATE  
TALLAHASSEE, FLORIDA

2009 JAN 21 PM 1:54

FILED

ARTICLES OF AMENDMENT  
TO  
ARTICLES OF ORGANIZATION  
OF

D+H Investments of Tallahassee, LLC

(Name of the Limited Liability Company as it now appears on our records.)  
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 8/30/07 and assigned  
Florida document number L07000089211.

This amendment is submitted to amend the following:

**A. If amending name, enter the new name of the limited liability company here:**

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

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2009 JAN 21 PM 1:54  
TALLAHASSEE, FLORIDA

**B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:**

Name of New Registered Agent:

New Registered Office Address:

(Enter Florida street address)

Florida

(City)

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

*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 relative 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. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.*

(If Changing Registered Agent, Signature of New Registered Agent)

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager  
MGRM = Managing Member

Title	Name	Address	Type of Action
MGRM	David W. Dowdy	6272 Buck Run Cir TALLAH. FL. 32312	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

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 TALLAHASSEE, FLORIDA  
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D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

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Dated \_\_\_\_\_, \_\_\_\_\_.

Signature of a member or authorized representative of a member  
James F. Heidenreich  
 Typed or printed name of signee

**RESIGNATION AGREEMENT AND**  
**AMENDMENT TO THE OPERATING AGREEMENT OF**  
**D & H INVESTMENTS OF TALLAHASSEE, LLC**

THIS AGREEMENT made and entered into this 31<sup>st</sup> day of October, 2008, between **JAMES F. HEIDENREICH** (hereinafter "HEIDENREICH"), **DAVID W. DOWDY** (hereinafter "DOWDY"), and **D & H INVESTMENTS OF TALLAHASSEE, LLC**, a Florida limited liability company (hereinafter "D & H"), and said parties hereby agree as follows:

**WHEREAS**, DOWDY has resigned as a member and managing member of D & H;

**WHEREAS**, DOWDY has separately and contemporaneously executed the required forms to be filed with the Florida Department of State, Division of Corporations (hereinafter "DIVISION"), to evidence said resignation and amend the records of the DIVISION accordingly;

**WHEREAS**, HEIDENREICH, as the remaining member and managing member of D & H, mutually accepts the resignation, and all parties desire to amend the Operating Agreement of D & H to clarify the effects of said resignation;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DOWDY hereby transfers, assigns, releases, and forever relinquishes all of the membership units and ownership interests in D & H;
2. HEIDENREICH hereby accepts the membership units and ownership interests from DOWDY;
3. HEIDENREICH shall solely and exclusively decide how to treat this transfer of membership units for accounting and tax filing purposes. No further executions or other cooperation by DOWDY shall be required to reconcile the books, records, tax filings, or accountings of D & H. Therefore, HEIDENREICH is empowered to make whatever elections are necessary to best benefit D & H for accounting purposes as a result of this resignation.

4. In the event that the DIVISION, Internal Revenue Service, or any other entity requires further documentation or execution of instruments regarding this resignation in any manner, DOWDY agrees to fully cooperate to assist HEIDENREICH in that regard.
5. DOWDY remises, releases, acquits, satisfies, waives, and forever discharges any and all sums of money, covenants, contracts, agreements, promises, claims and demands whatsoever, express or implied, in law or in equity, which DOWDY now has, or which any successor, heir, or assign of DOWDY hereafter can, shall or may have in any manner regarding D & H.
6. D & H remises, releases, acquits, satisfies, waives, and forever discharges any and all sums of money, covenants, contracts, agreements, promises, claims and demands whatsoever, express or implied, in law or in equity, which D & H now has, or which any successor, heir, member, or assign of D & H hereafter can, shall or may have in any matter regarding D & H against DOWDY.
7. The Parties acknowledge that, if any breach of any provision of this agreement occurs, money damages alone will not be an adequate remedy to compensate for said breach. The parties agree that it would be appropriate for a court to award, in addition to any other remedy provided by law or equity, immediate emergency injunctive relief against violation of this agreement.
8. Any portion of this agreement which is held to be invalid or unenforceable shall be severable and be deemed to be written in such manner as to provide the parties the maximum protection sought hereunder, and the remaining covenants and restrictions or portions thereof shall remain in full force and effect.
9. The remedies provided herein shall be cumulative and shall not preclude assertion of other rights or the seeking of any other remedies. The waiver of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach.
10. This agreement shall be governed by and construed under the laws of Florida. Venue of any action concerning this agreement shall be Leon County, Florida.

11. If it becomes necessary for any party to employ the services of legal counsel in order to resolve disputed issues concerning or arising out of, or to enforce, this agreement, the prevailing party in such a dispute shall be entitled to reasonable attorney's fees and costs, including appeals.
12. This agreement is a result of a process of negotiation between the parties and reflects the intentions of all parties. If construction of any terms of this agreement is required, neither the agreement nor any part thereof shall be construed strictly against any party.
13. This agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties have executed this agreement this 31 day of October,

2008.

Signed, sealed and delivered  
in the presence of:

C. Baggett  
Witness Signature  
Christine Baggett  
Witness Printed Name  
Nancy B. Greynolds  
Witness Signature  
Nancy B. Greynolds  
Witness Printed Name

D & H INVESTMENTS OF TALLAHASSEE, L.L.C.  
a Florida limited liability company

By: [Signature]  
JAMES F. HEIDENREICH, Managing Member

Signed, sealed and delivered  
in the presence of:

C. Baggett  
Witness Signature  
Christine Baggett  
Witness Printed Name  
Nancy B. Greynolds  
Witness Signature  
Nancy B. Greynolds  
Witness Printed Name

[Signature]  
JAMES F. HEIDENREICH

Signed, sealed and delivered  
in the presence of:

Samantha Lok  
Witness Signature  
Samantha Lok  
Witness Printed Name  
Sue Patum  
Witness Signature  
Sue Patum  
Witness Printed Name

[Signature]  
DAVID W. DOWDY