

LA000003004

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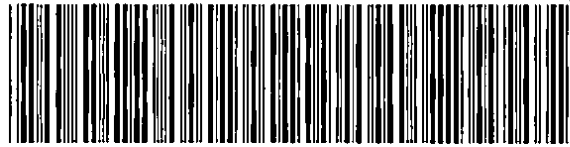
(Business Entity Name)

(Document Number)

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: South Adams Tallahassee, LLC

Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Owen Goodwyne

Name of Person

Goodwyne and Roberts PA

Firm/Company

1924 Temple Drive

Address

Tallahassee, FL 32303

City/State and Zip Code

atlanticcommercial@comcast.net

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Owen Goodwyne

850

5087799

at ()

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☒ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

South Adams 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 January 7, 2019 and assigned
Florida document number L19000003004.

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 contain 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)

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 605, 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

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

This First Amendment adds and treats the following subjects:

1. Members and Allocated Interests

2. Nature of Business

3. Accounts

4. Salaries

5. Loan by Members

6. Profit and Losses

7. Management

8. Books of Account

9. Accounting Basis

10. Fiscal Year

11. Depository

12. Management Duties and Restrictions

13. Additional Contributions to Capital

14. Amendment and Binding Effect

15. Termination

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HALL COUNTY CLERK

E. Effective date, if other than the date of filing: _____ (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:

(b) The 90th day after the record is filed.

Dated February 5, 2019



Signature of a member or authorized representative of a member

Owen Goodwyne, attorney for subject LLC

Typed or printed name of signee

FIRST AMENDMENT TO ARTICLES OF ORGANIZATION OF

SOUTH ADAMS TALLAHASSEE, LLC

This First Amendment of the Articles of Incorporation of South Adams Tallahassee, LLC, a Florida limited liability Company, is made this 5th day of February, 2019, by Soheil Akhavan, manager and designated president and Sohrab Akhavan, manager and designated vice-president, who amend and add to the original Articles of Incorporation (filed on January 7, 2019, document number L19000003004) by the following:

1. **MEMBERS and ALLOCATION OF INTERESTS:** The members identity and their ownership interests are:

Soheil Akhavan	25%
Sohrab Akhavan	25%
Soroor Akhavan	25%
Ati Akavan (formerly known as Ataollah Akhavan)	25%
2. **NATURE OF BUSINESS:** The Company shall conduct all business permitted for a company pursuant to Florida law and, in particular but not limited, to owning and managing real estate.
3. **ACCOUNTS:** An individual capital account shall be maintained for each member. The capital of each member shall consist of his/her original contribution of capital or services and increased by additional capital contributions and decreased by distributions and reduction of Company capital and reduction of his/her share in Company losses if these losses are charged to the capital account. Capital shall also include the appraised value less the debt.
4. **SALARIES:** No member shall receive any salary for services rendered to the Company.
5. **LOAN BY MEMBERS:** If all members consent, one or more may lend money to the Company at an interest rate agreed upon by the other members in writing.

6. **PROFIT & LOSSES:** The net profits of the Company shall be divided proportionately and distributed from time to time between the members and the net losses shall be borne proportionately.
7. **MANAGEMENT:** Members shall have the right to manage the Company according to that member's interest. Fifty-one percent (51%) of the interests in the Company shall be a majority for voting purposes. Only one member of a joint-ownership shall have the right to vote joint-ownership's interest.
8. **BOOKS OF ACCOUNT:** The Company shall maintain adequate accounting records. All books, records and accounts of the Company shall be opened at all times to inspection by all members. The records shall be provided to a CPA who shall prepare the Company's annual tax return.
9. **ACCOUNTING BASIS:** The books of account shall be kept on a cash basis.
10. **FISCAL YEAR:** The fiscal year of the Company shall be on an annual basis beginning January 1 and terminating December 31 and continuing each year thereafter.
11. **DEPOSITORY:** All funds of the Company shall be deposited in the name of the Company in a designated checking account, savings account, money market fund or certificates of deposit, as designated by the members. Checks shall be drawn on the Company account for Company purposes only. One member shall be authorized to sign checks.
12. **MANAGEMENT DUTIES AND RESTRICTIONS:**
- A. The consent of at least fifty-one percent (51%) of the Company shall be required with respect to the management, conduct and operation of the Company business in all respects and in all matters including, but not limited to: power to sell and convey the property, to mortgage the property, to lease the property, or any part thereof and to borrow or lend money on behalf of the Company. Any common, recurring, budgeted expenditure shall be exempt from this provision. Any non-recurring expenditure less than \$5,000 annually shall be exempt from this provision.
- B. Each member may have other business interests and may engage in any other business or trade, profession, or employment whatsoever on his/her own account or in company with or as an employee of or as an officer, director or shareholder of any other person, firm or corporation. He/she shall not be required to devote his/her entire time to the business of the Company.

C. This Agreement shall be subject to and shall be construed under the laws of the State of Florida.

D. The managing members shall have the authority to execute all documents relating to the operation of the Company including any closing documents for financing.

13. **ADDITIONAL CONTRIBUTIONS TO CAPITAL:** A Member may, but shall not be obligated to, make such additional Capital Contributions from time to time as shall be determined by Members owning 51% of the Company interests; said Capital Contributions to be reasonably necessary to meet the expenses and obligations of the LLC. After the LLC makes such determination, the Managing Member shall give written notice to each Member of the amount of required additional contribution, and each Member may deliver to the LLC its pro rata share thereof (in proportion to the respective Percentage Interest of the Member on the date such notice is given) no later than thirty (30) days following the date notice is given. None of the terms, covenants, obligations or rights contained in this paragraph shall be deemed to be for the benefit of any person or entity other than the Members and the LLC, and no such third person shall under any circumstances have any right to compel any actions or payments by the Managing Member and/or the Members.


No Member shall be compelled to make an additional Capital Contribution, yet in the event that a Member does not contribute his/her pro rata share as described above, that Member's pro rata share may be advanced by another Member and the non-contributing Member's Percentage Interest in the Company would then be transferred to the individual Member making the advance in an amount based on the ratio of the Capital Contribution to the value of the non-contributing Member's Company interest. In the alternative, a Member's pro rata share of the Capital Contribution may be advanced by the remaining Members, pro rata, and the non-contributing Member's Percentage Interest in the Company would then be appropriately diluted to reflect the failure to make the Additional Contribution coupled with the act by the other Members to make the Additional Contribution. Provided, however, the non-contributing Member shall have a redemption period of six months from the day the capital contribution is advanced on his/her behalf in order to repay the advance in full at five percent interest, so that the dilution of his/her Company interest will not occur.

Any costs involved, including but not limited to an appraisal, due to a Member opting not to contribute, shall be borne by the non-contributing Member.

14. **AMENDMENT AND BINDING EFFECT:** This Agreement shall not be modified or amended except in writing and signed by members constituting fifty one percent of the beneficial ownership of the Company. This Agreement is binding upon the heirs, executives, administrators, personal representatives and assigns of each member.

15. **TERMINATION:** In the event the members determine that the Company shall terminate, the members shall proceed with reasonable promptness to liquidate the business of the Company. The assets of the Company shall first be used to pay or provide for all debts of the Company. Thereafter all money remaining undistributed in the Company capital account shall be paid to the members according to the provisions of paragraph 3.

Managers set their hands and seals on the day and year first above written.


Soheil Akhavan


Sohrab Akhavan

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