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REFERENCE : 626061 10915A

AUTHORIZATION :

*Patricia Puyat*

COST LIMIT : \$ ~~185.00~~

ORDER DATE : December 8, 1997

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ORDER NO. : 626061-005

CUSTOMER NO: 10915A

CUSTOMER: Randal Fairbanks, Esq  
Walker & Koegler  
217 Ponte Vedra Park Drive

Ponte Vedra Bea, FL 32082

~~122.50~~  
122.50

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TALLAHASSEE FLORIDA

DOMESTIC AMENDMENT FILING

NAME: J.C.E. OF TALLAHASSEE, L.C.

RECEIVED  
97 DEC -8 PM 2:42  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

XX ARTICLES OF AMENDMENT  
RESTATED ARTICLES OF INCORPORATION

12/8/97

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
XX PLAIN STAMPED COPY  
XX CERTIFICATE OF GOOD STANDING (2)

600002365978--4

CONTACT PERSON: Christopher Smith

EXAMINER'S INITIALS:

*B/K*

**CERTIFICATE OF AMENDMENT  
TO THE ARTICLES OF ORGANIZATION OF  
J.C.E. OF TALLAHASSEE, L.C.**

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TALLAHASSEE  
SECRETARY OF STATE

J.C.E. OF TALLAHASSEE, L.C., a Florida limited liability company, under the provisions of Section 608.411 of the Florida Statutes (1995), hereby certifies that its Members and Manager have unanimously adopted the following amendments to the Articles of Organization filed on August 6, 1997:

**1. Article III is deleted in its entirety and the following language inserted:**

Article III - Purposes and Powers:

The nature of the business and of the purposes to be conducted and promoted by the Company is

Section 1. To acquire from NationsBank a certain parcel of real property located in the City of Tallahassee, State of Florida, together with all improvements located thereon (the "Property");

Section 2. To own, hold sell, assign, transfer, operate, lease, mortgage, pledge, and otherwise deal with the Property.

Section 3. To exercise all powers enumerated in Chapter 608 of the Florida Statutes (1995) the Limited Liability Company Act (the "Act") necessary or convenient to the conduct, promotion, or attainment of the business or purposes otherwise set forth herein.

Section 4. The Company shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien in favor of First Union National Bank of North Carolina, or its successors or assigns (the "First Mortgage") exists on any portion of the Property, the Company shall not incur, assume, or guaranty any other indebtedness. For so long as the First Mortgage exists on any portion of the Property, the Company shall not dissolve, liquidate, or consolidate or merge with or into any other entity, or convey or transfer its properties and assets substantially as an entirety or transfer any of its beneficial interest to any entity. For so long as the First Mortgage exists on any portion of the Property, the Company shall not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of the members of the Company. For so long as the First Mortgage exists on any portion of the Property, without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property, no material amendment to these Articles of Organization may be made without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property.

Section 3. For so long as the First Mortgage exists on any portion of the Property, in order to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth herein, the Company shall conduct its affairs in accordance with the following provisions:

- a. It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its members or affiliates and shall allocate fairly and reasonably any overhead for shared office space.
- b. It shall maintain corporate records and books of account separate from those of any member or affiliate.
- c. It shall observe all limited liability company formalities.
- d. It shall not commingle assets with those of any member or affiliate.
- e. It shall conduct its own business in its own name.
- f. It shall maintain financial statements separate from any member or affiliate.
- g. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any member or affiliate.
- h. It shall maintain an arm's length relationship with any member or affiliate.
- i. It shall not guarantee or become obligated for the debts of any other entity, including any member or affiliate, or hold out its credit as being available to satisfy the obligations of others.
- j. It shall use stationery, invoices and checks separate from any member or affiliate.
- k. It shall not pledge its assets for the benefit of any other entity, including any member or affiliate.
- l. It shall hold itself out as an entity separate from any member or affiliate.
- m. It shall have a corporate managing member which shall be organized to be a single purpose, "bankruptcy remote" entity with organizational documents substantially similar to the Article of Organization of the Company, as amended.
- n. For purposes of this Article III, the following terms shall have the following meanings:

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"affiliate" means any person controlling or controlled by or under common control with the parent, including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any director, officer, or employee of the Company, its parent or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this Company, its parent 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 otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"parent" means, with respect to a corporation, any other corporation owning or controlling, directly or indirectly, fifty percent (50%) or more of the voting stock of the corporation.

"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.

**2. Article VI is deleted in its entirety and the following language inserted:**

Article VI - Termination of Existence

To the extent permissible under applicable federal and state tax law, the vote of a majority-in-interest of the remaining members is sufficient to continue the existence of the Company. If such vote is not obtained, for so long as the First Mortgage exists on any portion of the Property, the Company shall not liquidate the Property without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property. Such holders may continue to exercise all of their rights under the existing security agreements or mortgages until the debt underlying the First Mortgage has been paid in full or otherwise completely discharged.

**3. The following language shall be added at the end of the Articles of Organization as Articles VIII and IX:**

Article VIII- Indemnification.

Any indemnification of the Company's Directors and officers shall be fully subordinated to any obligations respecting the Property (including, without limitation, the First Mortgage) and such indemnification shall not constitute a claim against the Company in the event that cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations.

Article IX - Voting

When voting on matters subject to the vote of the members, notwithstanding that the Company is not then insolvent, the members and the outside member shall take into account the interest of the Company's creditors, as well as those of its members.

J.C.E. OF TALLAHASSEE, L.C..

By: [Signature]  
Paul S. Ferber, Member

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SECRETARY OF STATE  
TALLAHASSEE FLORIDA

STATE OF FLORIDA )

COUNTY OF ST. JOHN'S )

The foregoing Certificate of Amendment was acknowledged before me this 5<sup>TH</sup> day of December, 1997, by Paul S. Ferber, who is a Member of J.C.E. of Tallahassee, L.C., [☒] who is personally known to me or [☐] who has produced \_\_\_\_\_ as identification, and who acknowledged that he signed such instrument of his own free will.

Randal C. Fairbanks

Notary Public, State of Florida at Large

Notary's Stamped or Printed Name:

My commission expires:



RANDAL C. FAIRBANKS  
Comm. No. CC 645501  
My Comm. Exp. Aug. 8, 2001  
Bonded thru Pichard Ins. Agcy.