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J. HUBERT FARMER (1896-1976)  
JAMES H. FARMER, JR. (1930-1999)

December 6, 2002

**Via: Federal Express**  
Florida Department of State  
Divisions of Corporations  
409 E. Gaines Street  
Tallahassee, Florida 32399

**Re: Sunbelt-Tallahassee, L.L.C.**

Dear Sir or Madam:

Enclosed please find the original and one copy of the Certificate of Amendment to the Articles of Organization of Sunbelt-Tallahassee, L.L.C., a Florida limited liability company, for filing with your office. I have also enclosed a check made payable to the Florida Department of State in the sum of \$25.00 for the filing fee.

I would appreciate if you would return to our office the filed Certificate of Amendment in the federal express packet that I have provided for your convenience.

Should you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely,



Myra S. Shipes  
Paralegal

mss\  
Enclosures

**CERTIFICATE OF AMENDMENT TO THE  
ARTICLES OF ORGANIZATION OF  
SUNBELT-TALLAHASSEE, L.L.C.**

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CLERK OF STATE  
TALLAHASSEE, FLORIDA

**FIRST:** The date of filing of the Articles of Organization was July 26, 2000.

**SECOND:** The following amendment to the Articles of Organization was adopted by the limited liability company as follows:

**A. ARTICLE VIII** is hereby added to the Articles of Organization:

**ARTICLE VIII**

**Purpose**

**Purpose:** The nature of the business and the purposes to be conducted and promoted by the limited liability company, is to engage solely in the following activities:

1. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the real property, together with all improvements located thereon, in the City of Tallahassee, State of Florida, the "Property").

2. To exercise all powers necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

**Certain Prohibited Activities:** For so long as any mortgage in favor of Nomura Credit & Capital, Inc., or its successors or assigns (the "First Mortgage") exists on any portion of the Property, the limited liability

company shall not incur, assume, or guaranty any indebtedness other than provided in subsection (d) of Section 1.32 of the First Mortgage. The limited liability company shall not dissolve or 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 interests to any entity. For so long as the First Mortgage exists on any portion of the Property, the limited liability company will 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 all of the members of the limited liability company. For so long as the First Mortgage exists 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.

**Indemnification:** Any indemnification of the limited liability company's members shall be fully subordinated to any obligations respecting the Property (including, without limitation, the First Mortgage) and the limited liability company may only indemnify its members if it has adequate cash flow after payment of its obligations under the First Mortgage.

**Separateness Covenants:** For so long as the First Mortgage exists on any portion of 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. To the extent it conducts business through an office, it shall establish and maintain an office separate and apart from that of any of its members or affiliates and shall allocate fairly and reasonably any overhead

for shared office space. The Property may be centrally managed by the same third party manager as properties of its affiliates.

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02 DEC -9 AM 10:12

2. It shall maintain records and books of account separate from those of any member or affiliate.

DEPARTMENT OF REVENUE  
TALLAHASSEE, FLORIDA

3. It shall observe all limited liability company formalities.

4. It shall not commingle assets with those of any member or affiliate.

5. It shall conduct its own business in its own name.

6. It shall maintain financial statements separate from any member or affiliate.

7. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any member or affiliate, but it may share overhead with affiliates provided such expenses are allocated fairly and reasonably and on an arm's length basis.

8. It shall maintain an arm's length relationship with any member or affiliate.

9. 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, except as provided in subsection (r) of Section 2.1 of the First Mortgage.

10. It shall use stationary, invoices and checks separate from any member or affiliate.

11. It shall not pledge its assets for the benefit of any other entity, including any member or affiliate, except as provided in subsection (r) of Section 2.1 of the First Mortgage.

12. It shall hold itself out as an entity separate from any member or affiliate.

For purposes of this Article II, the following terms have the following meanings:

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“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.

**Dissolution:** 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 limited liability company. If such vote is not obtained, for so long as the First Mortgage exists on any portion of the Property, the limited liability 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.

**Voting:** When acting on matters subject to the vote of the members, notwithstanding that the limited liability company is not then insolvent, the members shall take into account the interest of the limited liability company's creditors, as well as those of the members.

**IN WITNESS WHEREOF**, the undersigned, being all of the Members of Sunbelt-Tallahassee, L.L.C. have executed this instrument on this the 5<sup>th</sup> day of December, 2002.

**WITNESSES:**

Sharon S. Fowler  
Sharon S. Fowler  
Sharon S. Fowler  
  
Sharon S. Fowler  
Sharon S. Fowler  
  
Sharon S. Fowler

Larry G. Blumberg  
Larry G. Blumberg  
Richard H. Blumberg  
Richard H. Blumberg  
Helen B. Lifland  
Helen B. Lifland, by and through  
her Attorney-in-Fact, Larry G.  
Blumberg  
R. Hayne Hollis, III  
R. Hayne Hollis, III  
Barry Kraselsky  
Barry Kraselsky

**Watson & Downs Investments, LLC**

By: John H. Watson  
John H. Watson  
Its Manager