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**LIMITED LIABILITY AMENDMENT**

**NEW ORANGE, L.L.C.**

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DIVISION OF CORPORATIONS

ARTICLES OF AMENDMENT AND RESTATEMENT  
TO  
ARTICLES OF ORGANIZATION  
New Orange, L.L.C.  
(A Florida limited liability company)

**FIRST:** The date of filing of the Articles of Organization was December 20, 1999.

**SECOND:** The following amendment(s) to the Articles of Organization were adopted by the limited liability company:

The Articles of Organization of New Orange, L.L.C. are hereby amended and restated as follows:

The undersigned, desiring to form a limited liability company under and pursuant to Florida Statute 608 entitled the Florida Limited Liability Company Act, do hereby adopt the following Articles of Organization for such company:

1. NAME.

The name of this limited liability company shall be New Orange, L.L.C. ("Company").

2. MAILING ADDRESS.

The mailing address of the company is 2410 SE Bridge Road, Hobe Sound, FL 33455 and the street address of the Company is 2410 SE Bridge Road, Hobe Sound, FL 33455.

3. REGISTERED AGENT. Registered Agent and Office. The name and street address of the initial registered agent and office for this Company is as follows: Charles P. Martyn, III, 2410 SE Bridge Road, Hobe Sound, FL 33455.

4. MANAGEMENT OF COMPANY. The management of the Company is reserved to the Managerial Members. The names and addresses of the Managerial Members are:

<u>Names</u>	<u>Addresses</u>
Charles P. Martyn, III	<u>2410 SE Bridge Road</u> <u>Hobe Sound, FL 33455</u>
Shannon R. Ginn	<u>701 U.S. Hwy. One, Ste. 402</u> <u>N. Palm Beach, FL 33408</u>
John C. Bills	<u>2401 PGA Blvd., Ste. 280</u> <u>Palm Beach Gardens, FL 33410</u>

5. PURPOSE

The Company's business and purpose shall consist solely of the following:

- a. To acquire a membership interest in and act as the managing member of Sunrise Boys, L.L.C. (the "LLC"), which is engaged solely in the ownership, operation and management of the real estate project known as Chastain Meadows located in Atlanta, Georgia (the "Property"), pursuant to and in accordance with these Articles of Organization and the LLC's Articles of Organization; and
- b. to engage in such other lawful activities permitted to limited liability companies by the General Corporation Laws of the State of Georgia as are incidental to the foregoing, including the management of the Property.

6. LIMITATIONS

Notwithstanding any other provision of these Articles and any provision of law that otherwise empowers the Company and so long as any obligations secured by a first priority mortgage, deed of trust or deed to secure debt incurred in connection with any financing of the Property (a "Security Instrument") remain outstanding and not discharged in full, the Company shall not, without the unanimous consent of the Board of Directors, do any of the following:

- a. engage in any business or activity other than those set forth in Article Five, or cause or allow the LLC to engage in any business activity other than as set forth in its Articles of Organization;
- b. incur any debt secured or unsecured, direct or contingent (including guaranteeing any obligation);
- c. cause the LLC to incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than obligations secured by the Security Instrument, except unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Property in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due and provided in any event the outstanding principal balance of such debt shall not exceed at any one time one percent (1%) of the outstanding obligations secured by the Security Instrument;
- d. seek the dissolution or winding up, in whole or in part, of the LLC or the Company;
- e. cause the LLC or the Company to merge into or consolidate with any person or entity or dissolve, terminate or liquidate, in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;
- f. file a voluntary petition or otherwise initiate proceedings to have the LLC or the Company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the LLC or the Company, or file a petition seeking or consenting to reorganization or relief of the LLC or the Company as debtor under any applicable federal

- or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the LLC or the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the LLC or the Company or of all or any substantial part of the properties and assets of the LLC or the Company, or make any general assignment for the benefit of creditors of the LLC or the Company, or admit in writing the inability of the LLC or the Company to pay its debts generally as they become due or declare or effect a moratorium on the LLC or the Company debt or take any action in furtherance of any such action; or
- g. amend Articles Five, Six, Seven or Eight of these Articles of Organization or approve an amendment to Articles Five, Six, Seven, Eight, Nine or Ten of the Articles of Organization governing the LLC; or
  - h. withdraw as a managing member of the LLC.

In addition to the foregoing, so long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the Company shall not without the written consent of the holder the Security Instrument, take any action set forth in items (a) through (e) and items (g) and (h).

#### 7. SEPARATENESS/OPERATIONS MATTERS

The Company shall not now or hereafter:

1. acquire or own any material asset other than (a) its membership interest in the LLC, and (b) such incidental personal property as may be necessary for the ownership of such membership interest;
2. fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or without the prior written consent of the holder of the Security Instrument, amend, modify, terminate or fail to comply with the provisions of these Articles of Organization, or its Regulations or Operating Agreement, as applicable;
3. own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of the holder of the Security Instrument;
4. commingle its assets with the assets of any of its principal(s), affiliates, or of any other person or entity or transfer any assets to any such person or entity other than distributions on account of equity interests in the Company permitted by the Security Instrument and properly accounted for;
5. allow any person or entity to pay its debts and liabilities (except for a Guarantor or Indemnitor (as defined in the Security Instrument)) or fail to pay its debts and liabilities solely from its own assets;
6. fail to maintain its records, books of account and bank accounts separate and apart from those of the partners, members, principals and affiliates of the LLC or the Company, the affiliates of a partner or member of the LLC or the Company and any other person or entity or fail to prepare and

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maintain its own financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Property is actually owned by the LLC;

7. enter into any contract or agreement with any partner, member, principal or affiliate of the LLC or the Company or any guarantor of all or a portion of the obligations secured by the Security Instrument or any partner, member, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any partner, member, principal or affiliate of the LLC or the Company, as the case may be, any guarantor or any partner, member, principal or affiliate thereof;
8. fail to correct any known misunderstandings regarding the separate identity of the LLC or the Company;
9. hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or credit worthiness for the debts of the Company [except for a Guarantor or Indemnitor (as defined in the Security Instrument)];
10. make any loans or advances to any third party, including any partner, member, principal or affiliate of the LLC or the Company, or any partner, member, principal or affiliate thereof;
11. fail to file its own tax returns or to use separate contracts, purchase orders, stationary, invoices and checks;
12. fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the LLC or the Company is responsible for the debts of any third party (including any partner, member, principal or affiliate of the LLC or the Company or any partner, member, principal or affiliate thereof);
13. fail to allocate fairly and reasonably among the LLC and the Company and any third party (including, without limitation, any guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;
14. allow any person or entity to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;
15. fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;
16. share any common logo with or hold itself out as or be considered as a department or division of (i) any partner, principal, member or affiliate of the LLC or the Company, (ii) any affiliate of a partner, member or affiliate of the LLC or the Company, or (iii) any other person or entity or allow

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- any person or entity to identify the Company as a department or division of that person or entity; or
17. conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Company or the creditors of any other person or entity.

8. SUBORDINATION OF INDEMNIFICATION PROVISIONS

Notwithstanding any provision hereof to the contrary, any indemnification claim against the Company arising under these Articles, the Regulations or Operating Agreement, as applicable, or the laws of the state of organization of the Company shall be fully subordinate to any obligations of the Company arising under the Security Instrument or any other Loan Document (as defined therein), and shall only constitute a claim against the Company to the extent of, and shall be paid by the Company in monthly installments only from, the Company's pro rata share in distributions by the LLC of the excess of net operating income of the LLC for any month over all amounts then due under the Security Instrument and the other Loan Documents.

9. TITLE TO COMPANY PROPERTY.

All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no member shall have any ownership interest in any Company property in its individual name or right, and each member's interest in the Company shall be personal property for all purposes.

10. EFFECT OF BANKRUPTCY, DEATH OR INCOMPETENCY OF A MEMBER.

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such member shall have all the rights of such member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent member.

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