

**AMENDMENT TO THE ARTICLES OF ORGANIZATION  
AUTOMOTIVE REALTY PARTNERS, L.L.C.**

This amendment to the Articles of Organization of Automotive Realty Partners, L. L. C. is for the purpose of obtaining financing for the buyout of the Pelham Realty interest in said L. L. C. with the assistance of financing from Falcon Financial, L. L. C.. Notwithstanding any provision herein:

**A. PURPOSE CLAUSE**

If the Borrower is a limited liability company, its limited liability company agreement and articles of organization should be should be amended to include the following provisions:

"Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Company to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Company, is to engage solely in the following activities:

- (1) To acquire that certain parcel of real property, together with all improvements located at 2200 Highway 31 South, in the City of Pelham, State of Alabama (the "Mortgaged Property").
- (2) To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Mortgaged Property.
- (3) To borrow the Loan (defined below) and to issue notes and other documents to evidence and secure the Loan.
- (4) Subject to the Separateness Covenants (defined below), to exercise all powers enumerated in the Limited Liability Company Act of Alabama necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

**B. SEPARATENESS COVENANTS**

In addition the company should provide in its limited liability company agreement and articles of organization the following restrictions and separateness covenants.

Single Purpose Entity/Separateness. As long as that certain mortgage loan made by Falcon Financial, L. L. C., doing business in the State of Alabama as Falcon Lending, L.L.C. (the "Lender") to Automotive Realty Partners, L. L. C. (the "Company") remains outstanding, the Company will abide by the following covenants (the Separateness Covenants):

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- i. The Company will not own any asset or property other than (i) the Mortgaged Property, and (ii) incidental personal property necessary for the ownership or operation of the Mortgaged Property.
- ii. The Company will not engage in any business other than the ownership, management and operation of the Mortgaged Property and the Company will conduct and operate its business as presently conducted and operated. The Company will not engage in any other business activity without the unanimous consent of its members.
- iii. The Company will not enter into any contract or agreement with any affiliate of the Company, any constituent party of the Company, any guarantor ("Guarantor") of the Loan or any affiliate of any constituent party or Guarantor, 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 such party.
- iv. The Company will not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Loan (defined below), and (ii) unsecured trade and operational debt incurred in the ordinary course of business with trade creditors in amounts as are normal and reasonable under the circumstances. No indebtedness other than the Loan may be secured (subordinate or pari passu) by the Mortgaged Property. As used herein, the word "Loan" shall mean, collectively, all loans made by Lender to the Company, and all interest thereon and other sums owed to Lender, its successors and assigns pursuant to the documents which evidence and secure such loans.
- v. The Company will not make any loans or advances to any third party (including any affiliate or constituent party, any Guarantor or any affiliate of any constituent party or Guarantor) or pledge its assets for the benefit of any third party, and shall not acquire obligations or securities of its affiliates or any constituent party.
- vi. The Company will remain solvent and the Company will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due.
- vii. The Company will do all things necessary to observe organizational formalities and preserve its existence, and the Company will not amend, modify or otherwise change the articles of organization, limited liability

company agreement, or other organizational documents of the Company without the prior written consent of the holder of the Loan and all securities secured thereby and the unanimous consent of the members of the Company.

- viii. The Company will maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates, any constituent party or Guarantor and the Company will file its own tax returns. The Company shall maintain its books, records resolutions and agreements as official records.
- ix. The Company will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate of the Company, any constituent party of the Company, any Guarantor or any affiliate of any constituent party or (Guarantor), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify itself or any of its affiliates as a division or part of the other, shall maintain and utilize a separate telephone number and separate stationery, invoices and checks, shall maintain an office through which its business shall be conducted separate and apart from those of its parent, Guarantor or constituent party and shall allocate fairly and reasonably any overhead for shared office space.
- x. The Company will 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.
- xi. Neither the Company nor any constituent party will check the dissolution, winding up, liquidation, consolidation or merger in whole or in part, of the Company, or sale of all or substantially all of the Company's assets without the unanimous consent of its members.
- xii. The Company, without the unanimous consent of its members, shall not file, or consent to the filing of, a bankruptcy or insolvency petition or otherwise institute insolvency proceedings.
- xiii. The Company will not commingle the funds and other assets of the Company with those of any affiliate or constituent party, any Guarantor, or any affiliate of any constituent party of Guarantor, or any other person.
- xiv. The Company will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or constituent party, any Guarantor, or any affiliate of any constituent party or Guarantor, or any other person.



- xv. The Company will not assume or guarantee or hold itself out to be responsible for the debts or obligations of any other person.
- xvi. In the event of the occurrence of any event which results in the termination of the Company, the vote of a majority of the remaining members shall be sufficient to continue the existence of the Company, and if such vote is not obtained, the Company may not liquidate the assets of the Company without the consent of the holder of the Loan and all securities secured thereby.
- xvii. The Company shall at all times be qualified to do business in the state where the Mortgaged Property is located.
- xviii. The members of the Company will consider the interests of creditors in connection with all corporate actions.
- xix. The Company shall pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations.

#### C. INDEMNIFICATION

The limited liability company agreement and articles of organization should be amended to include the following:

"Notwithstanding any provision hereof to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Mortgaged Property and shall not constitute a claim against the Company in the event that cash flow is insufficient to pay such obligations

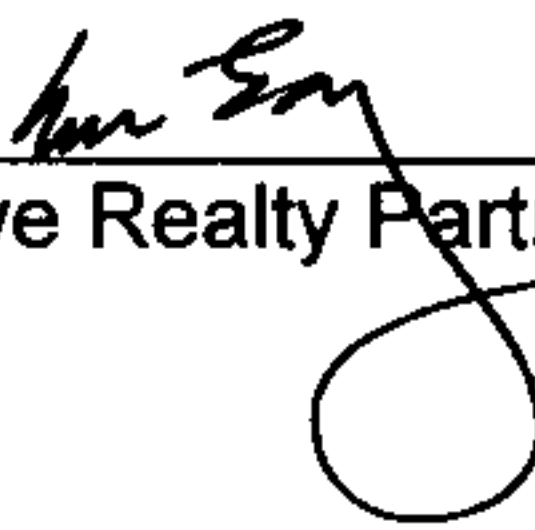
#### D. DISSOLUTION

The limited liability company agreement and articles of organization should be amended to include the following:

"Notwithstanding any provision hereof to the contrary, the following shall govern: To the extent permissible under applicable federal and state law, the vote of a majority-in-interest of the remaining members is sufficient to continue the life of the Company. If such vote is not obtained, for so long as a mortgage lien exists on the Mortgaged Property, the Mortgaged Property shall not be liquidated. Lender may continue to exercise all of their rights under the existing

security agreements or mortgages until the Loan underlying the mortgage liens has been paid in full or otherwise completely discharged."

Signed this 10<sup>th</sup> day of January, <sup>2001</sup>~~2000~~.

  
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Automotive Realty Partners, L. L. C.

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