

A110000000989

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

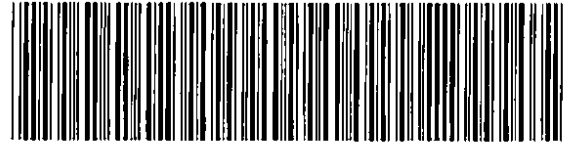
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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LP Amendment

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2023 DEC 13 AM 11:37
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A. FARMER
DEC -14 2023

CT CORP
(850) 656- 4724
3558 lakesore Drive
Tallahassee, FL 32312

Date: 12/13/2023

en: c DW

Acc#120160000072

Name:	Orlando Leased Housing Associates I, Limited Partnership
Document #:	
Order #:	15275455

Certified Copy of Arts & Amend:	<input type="checkbox"/>	
Plain Copy:	<input type="checkbox"/>	
Certificate of Good Standing:	<input type="checkbox"/>	
Certified Copy of	<input type="checkbox"/>	
Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:
		Number of Certs:

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Email Address for Annual Report Notifications:

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Document _____
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Verifier _____
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Ref# _____

Amount: \$ **105.00**

Thank you!

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF

FILED

2023 DEC 13 AM 11:37

Orlando Leased Housing Associates I, Limited Partnership

Insert name currently on file with Florida Department of State

STATE OF FLORIDA
DEPARTMENT OF STATE

Pursuant to the provisions of section 620.1202, Florida Statutes, this Florida limited partnership or limited liability limited partnership, whose certificate was filed with the Florida Department of State on December 29, 2011, assigned Florida document number A11000000989, adopts the following certificate of amendment to its certificate of limited partnership.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited partnership or limited liability limited partnership here:

New name must be distinguishable and contain an acceptable suffix.

Acceptable Limited Partnership suffixes: Limited Partnership, Limited, L.P., LP, or Ltd.

Acceptable Limited Liability Limited Partnership suffixes: Limited Liability Limited Partnership, L.L.L.P. or LLLP.

B. If amending mailing address and/or principal office address, enter new mailing address and/or principal office address here:

New Principal Office Address: _____

(Must be STREET address)

New Mailing Address: _____

(May be post office box)

C. 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.

If Changing Registered Agent, Signature of New Registered Agent

D. If amending the general partner(s), enter the name and business address of each general partner being added or removed from our records:

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____ _____ _____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____ _____ _____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____ _____ _____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____ _____ _____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____ _____ _____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____ _____ _____	<input type="checkbox"/> Add <input type="checkbox"/> Remove

E. If the limited partnership or limited liability limited partnership is amending its "limited liability limited partnership" status, enter change here:

- This Limited Partnership hereby elects to be a "Limited Liability Limited Partnership."
- This Limited Partnership hereby removes its "Limited Liability Limited Partnership" status.

(NOTE: If adding or removing "limited liability limited partnership" status, all general partners must sign this amendment.)

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

See attached, Article IX. Single Purpose Entity Requirements.

Effective date, if other than the date of filing: _____

(Effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)

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.

Signature(s) of a general partner or all general partners*:

(*NOTE: Only one current general partner is required to sign this document unless the limited partnership is adding or removing a "limited liability limited partnership" election statement. Chapter 620, F.S., requires all general partners to sign when adding or removing a "limited liability limited partnership" election statement.)

GENERAL PARTNER:
TPI Communities, LLC,
a Florida limited liability company

DocuSigned by:

Hugh Jacobs

By:

14009E8075E5438

Hugh Jacobs, Executive Vice President

Signature(s) of all new or dissociating general partner(s), if any:

Filing Fee: \$52.50
Certified Copy (optional): \$52.50
Certificate of Status (optional): \$8.75

Articles IX. Single Purpose Entity Requirements. Notwithstanding anything to the contrary contained in the partnership agreement, the Partnership will satisfy each of the following conditions:

- (i) It will not engage in any business or activity, other than the ownership, operation and maintenance of that certain multifamily property located in the City of Orlando, Orange County, Florida (the "Mortgaged Property") and activities incidental thereto.
- (ii) It will not acquire, own, hold, lease, operate, manage, maintain, develop or improve any assets other than the Mortgaged Property and such Personalty as may be necessary for the operation of the Mortgaged Property and will conduct and operate its business as presently conducted and operated.
- (iii) It will not commingle its assets with the assets of any other Person and will hold all of its assets in its own name.
- (iv) It will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the following:
 - (A) The indebtedness and any supplemental loans.
 - (B) Customary unsecured trade payables incurred in the ordinary course of owning and operating the Mortgaged Property, provided such trade payables meet the following conditions:
 - (1) They are not evidenced by a promissory note.
 - (2) They are paid within 60 days of the date incurred.
 - (3) In the aggregate, they do not exceed at any time the trade payables maximum under the Partnership's loan documents.
 - (C) through (E) are reserved.
 - (F) Soft unsecured debt characterized as deferred developer fees and soft unsecured partner loans required for the purpose of avoiding a default on the Indebtedness and, in each case, payable from excess cash flow only.
- (v) It will maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person and will not list its assets as assets on the financial statement of any other Person; provided, however, that the Partnership's assets may be included in a consolidated financial statement of its Affiliate provided that (A) appropriate notation will be made on such consolidated financial statements to indicate the separateness of the Partnership from such Affiliate and to indicate that the Partnership's assets

and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person, and (B) such assets will also be listed on the Partnership's own separate balance sheet.

- (vi) Except for capital contributions or capital distributions permitted under the terms and conditions of its organizational documents, it will only enter into any contract or agreement with any general partner, member, shareholder, principal or Affiliate of the Partnership, or any general partner, member, principal or Affiliate thereof, upon terms and conditions that are commercially reasonable and substantially similar to those that would be available on an arm's-length basis with third parties.
- (vii) It will not maintain its assets in such a manner that will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person.
- (viii) Except for each of the following, it will not assume or guaranty the debts or obligations of any other Person, hold itself out to be responsible for the debts of another Person, pledge its assets to secure the obligations of any other Person or otherwise pledge its assets for the benefit of any other Person, or hold out its credit as being available to satisfy the obligations of any other Person:
 - (A) Any guaranty that has been executed and delivered in connection with the note by the Partnership under the Partnership's loan documents.
 - (B) and (C) are reserved.
- (ix) It will not make or permit to remain outstanding any loans or advances to any other Person except for those investments permitted under the Partnership's loan documents and will not buy or hold evidence of indebtedness issued by any other Person (other than cash or investment-grade securities).
- (x) It will hold itself out to the public as a legal entity separate and distinct from any other Person and conduct its business solely in its own name, will correct any known misunderstanding regarding its separate identity and will not identify itself or any of its Affiliates as a division or department of any other Person.
- (xi) It will pay (or cause the property manager to pay on behalf of the Partnership from the Partnership's funds) its own liabilities (including salaries of its own employees) from its own funds; provided, however, that nothing in this Section F will require any member or partner of the Partnership to make any equity contribution to the Partnership.