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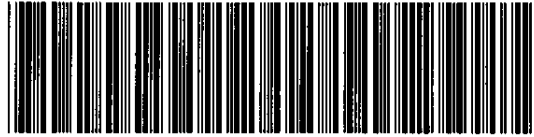
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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032
REFERENCE : 677232 82866A
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 55.00

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TALLAHASSEE, FLORIDA

ORDER DATE : December 20, 2006
ORDER TIME : 10:18 AM
ORDER NO. : 677232-005
CUSTOMER NO: 82866A

DOMESTIC AMENDMENT FILING

NAME: ODYSSEY DP VIII, LLC

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

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CONTACT PERSON: Susie Knight -- EXT# 2956

EXAMINER'S INITIALS: _____

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
ODYSSEY DP VIII, LLC**

FILED
06 DEC 20 PM 3:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 608.411, Florida Statutes, ODYSSEY DP VIII, LLC, whose articles of organization were filed with the Florida Department of State on September 17, 2004 (document #L04000068113), adopts the following Articles of Amendment to its Articles of Organization:

FIRST: Article VI is added to these Articles of Organization as follows:

**Section VI
Single-Purpose Entity Provisions**

6.1. *Purpose.* The Company contemplates entering into and receiving certain financing, which will be secured by a first priority mortgage, deed of trust or deed to secure debt on the real estate project known as Oak Hill Station, located in Orange County, Florida (the "Property").

6.2. *Powers and Duties.* Notwithstanding any other provisions of this Operating Agreement 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") with SunTrust Bank, a Georgia banking corporation, remain outstanding and not discharged in full, without the consent of the Member, the Company shall have no authority on behalf of the Company to:

6.2.1. 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 original obligations secured by the Security Instrument;

6.2.2. Seek the dissolution or winding up, in whole or in part, of the Company;

6.2.3. 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;

6.2.4. File a voluntary petition or otherwise initiate proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as debtor under any applicable federal or state law relating to bankruptcy,

insolvency, or other relief for debtors with respect to the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the properties and assets of the Company, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due or declare or effect a moratorium on the Company debt or take any action in furtherance of any such action; or

6.2.5. Amend, modify or alter Sections 6.1, 6.2, 6.3, 6.4, 6.5 or 6.6 of this Section VI.

Notwithstanding the foregoing and so long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the Company shall have no authority to take any action in Section 6.2.1. through 6.2.3. and 6.2.5. without the written consent of the holder of the Security Instrument.

6.3 *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 the Member's interest in the Company shall be personal property for all purposes.

6.4 *Separateness/Operations Matters.* The Company has not and shall not:

6.4.1. Acquire or own any material asset other than (i) the Property, and (ii) such incidental personal property as may be necessary for the operation of the Property;

6.4.2. 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 this Operating Agreement;

6.4.3. 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;

6.4.4. Intentionally omitted;

6.4.5. Intentionally omitted;

6.4.6. Fail to maintain its records and books of account separate and apart from those of the partners, members, principals and affiliates of the Company, the affiliates of a partner or Member of the Company and any other person or entity or fail to prepare and 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 Company;

6.4.7. Intentionally omitted;

6.4.8. Fail to correct any known misunderstandings regarding the separate identity of the Company;

6.4.9. 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));

6.4.10. Make any loans or advances to any third party, including any partner, member, principal or affiliate of the Company, or any partner, member, principal or affiliate thereof;

6.4.11. Fail to file its own tax returns; provided, however, that this provision shall not apply if applicable provisions of the Internal Revenue Code or the Treasury Regulations do not permit the filing of a separate return by the Company due to the Company being a disregarded entity for federal income tax purposes, or to use separate contracts, purchase orders, stationery, and invoices;

6.4.12. 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 Company is responsible for the debts of any third party (including any partner, member, principal or affiliate of the Company or any partner, member, principal or affiliate thereof);

6.4.13. Intentionally omitted;

6.4.14. Intentionally omitted;

6.4.15. Intentionally omitted;

6.4.16. 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 Company, (ii) any affiliate of a partner, principal, member or affiliate of the Company, or (iii) any other person or entity or allow any person or entity to identify the Company as a department or division of that person or entity; or

6.4.17. 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.

6.5. *Effect of Bankruptcy, Death or Incompetency of the Member.* The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of the 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.

6.6. *Subordination of Indemnification Provisions.* Notwithstanding any provision hereof to the contrary, any indemnification claim against the Company arising under this Operating Agreement 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 excess of net operating income for any month over all amounts then due under the Security Instrument and the other Loan Documents.

Executed this 18 day of December, 2006.

Authorized Representative of the Member:

Odyssey Diversified Properties, Inc.,
a Maryland corporation, its Manager

By: William Drost
William Drost, its Secretary