

**LD6000069623**  
 Florida Department of State  
 Division of Corporations  
 Electronic Filing Cover Sheet

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To:

Division of Corporations  
 Fax Number : (850)617-6383

From:

Account Name : ZIMMERMAN, KISER, & SUTCLIFFE, P.A.  
 Account Number : I19990000006  
 Phone : (407)425-7010  
 Fax Number : (407)425-2747

**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

Email Address: jpaparella@zkslawfirm.com

**LLC AMND/RESTATE/CORRECT OR M/MG RESIGN  
 BRM SAND LAKE POINTE, LLC**

Certificate of Status	0
Certified Copy	0
Page Count	07
Estimated Charge	\$25.00

RECEIVED  
 2017 JUL 26 AM 9:52  
 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

17 JUL 27 AM 11:05  
 DIVISION OF CORPORATIONS

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JUL 27 2017

JUL 26 2017 8:44AM

H1700 NO. 4321 95 P. 2 3

COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: BRM SAND LAKE POINTE, LLC

Name of Limited Liability Company

Dear Sir or Madam:

The enclosed Statement of Authority and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

LOUIS E. VOGT

Name of Person

BANYAN REALTY ADVISOR/AGPM

Firm/Company

501 N. MAGNOLIA AVENUE

Address

ORLANDO, FLORIDA

City/State and Zip Code

lvogt@banyanadvisor.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Name of Person

at ( )

Area Code

Daytime Telephone Number

STREET/COURIER ADDRESS:

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

MAILING ADDRESS:

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

JUL 26 2017 8:44AM

H 17 NO. 43219 P. 3, 53 3

**STATEMENT OF AUTHORITY**

Pursuant to section 605.0302(1), Florida Statutes, this limited liability company submits the following statement of authority:

**FIRST:** The name of the limited liability company is: BRM SAND LAKE POINTE, LLC

**SECOND:** The Florida Document Number of the limited liability company is: L06000069623

**THIRD:** The street address of the limited liability company's principal office is:

501 N MAGNOLIA AVENUE

ORLANDO, FL 32801

The mailing address of the limited liability company's principal office is:

501 N MAGNOLIA AVENUE

ORLANDO, FL 32801

**FOURTH:** This statement of authority grants or sets limitations of authority on all persons having the status or position of a person in a company, whether as a member, transferee, manager, officer or otherwise or to a specific person on the following:

1. May execute an instrument transferring real property held in the name of the company.

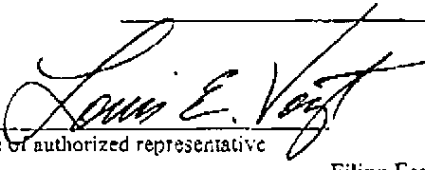
a. Granted to: N/A

b. No authority granted to: The above after August 30, 2017.

2. May enter into other transactions on behalf of, or otherwise act for or bind, the company.

a. Granted to: WILLIAM M. MURPHY - please see  
attached for specifics on authorization

b. No authority granted to: The above after August 30, 2017.

  
Signature of authorized representative

LOUIS E. VOGT

Typed or printed name of signature

Filing Fee: \$25.00

Certified Copy: \$30.00 (optional)

CR2E138 (2/14)

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17 JUL 27 AM 11:05  
DIVISION OF CORPORATIONS

**WRITTEN ACTION BY CONSENT OF THE SOLE MEMBER AND  
MANAGEMENT COMMITTEE OF  
BRM SAND LAKE POINTE, LLC  
IN LIEU OF A MEETING**

Pursuant to that certain Operating Agreement of BRM Sand Lake Pointe, LLC (the "Company") dated as of 31 December 2006 (the "Operating Agreement") and the authority given by the Florida Revised Limited Liability Company Act of 2013 (the "Act"), the undersigned, constituting the sole member of the Company and all of the Company's Management Committee, do hereby affirmatively vote for, consent to, adopt, and approve the following recitals and resolutions by written consent:

**WHEREAS**, capitalized terms not defined herein shall have the meaning given such terms by the Operating Agreement;

**WHEREAS**, the Company is the sole general partner of Sand Lake Pointe Apartments, Ltd., a Florida limited partnership (the "Partnership");

**WHEREAS**, the undersigned have reviewed copies of those agreements and documents, incorporated by reference herein in in connection with a loan (the "Loan") to be given by Berkeley Point Capital, LLC (the "Lender") and insured by the United States Department of Housing and Urban Development ("HUD") in the approximate original principal amount of \$20,000,000 to the Partnership to be secured by Sand Lake Pointe Apartments, HUD Project No. 067-11272, located in Orange County, Florida (the "Property"), which agreements and other certain documents in connection with the Loan are more fully described on Exhibit A attached hereto and expressly incorporated herein by this reference (collectively referred to as the "Agreements");

**WHEREAS**, the undersigned believe it to be in the best interest of the Company and the Partnership, to execute and deliver the Agreements, consummate the transactions described therein, and perform the obligations of the Company and the Partnership required under the Agreements, as applicable, and to ratify certain actions by the Company and its members, officers, agents and directors relating thereto;

**WHEREAS**, because of scheduling conflicts, the Managers may not be available to attend the closing of the Loan (the "Closing") in person and may not be available to execute and deliver the Agreements at in connection with the same, thus the undersigned desire to appoint William M. Murphy, an individual whose principal residence is 1700 NW 66th Avenue, Suite 102, Ft. Lauderdale, Florida 33313, as an authorized representative of the Company for purposes of signing any of the Agreements and documents in connection with the Loan, and to take such other actions necessary in connection with the same in order to facilitate and cause the closing of the Loan; and

**WHEREAS**, under the terms of the Operating Agreement and pursuant to the Act, the undersigned have the power and authority to appoint William M. Murphy as an authorized representative for the purposes described herein, for so long as necessary to effectuate the Closing of the Loan; and

**NOW, THEREFOR**, pursuant to the foregoing, it is hereby:

**RESOLVED**, William M. Murphy is hereby designated by the undersigned as the Company's authorized representative and agent with full power to represent the Company, and he is individually, shall be and is hereby authorized, empowered and directed, by and on behalf of the Company to execute and deliver all documents, including the Agreements and modifications or amendments thereto, and to take such actions as he may deem reasonably necessary to cause the Company and, in its capacity as the sole general partner of the Partnership, to cause the Company and/or Partnership to enter into, consummate and perform the transactions, rights and obligations contemplated by the Agreements and, if applicable, to negotiate, finalize, and to amend or modify such Agreements to the extent any of them may deem reasonably appropriate, and to take all actions necessary in connection with the acquisition, development, construction, financing, ownership, operation, or otherwise as described in the Agreements; and

**FURTHER RESOLVED**, that all agreements entered into, actions taken and all decisions and statements made by any officer, manager, agent or director of the Company through the date hereof with respect to or in connection with the Partnership, or the development, construction, operation and ownership of the project contemplated by the Agreements, or the transactions contemplated by the Agreements, are hereby ratified, confirmed and approved in all respects, provided such agreements entered into, actions taken or decisions or statements made were made in good faith and believed to be in the best interests of the Company;

**FURTHER RESOLVED**, pursuant to Section 605.0302 of the Act, to further evidence William M. Murphy's power and authority created under this written action, the undersigned authorize any Manager to file a statement of authority with the Florida Secretary of State, Division of Corporations, and or/in the land records of Orange County, with such limitations as such Manager may require;

**FURTHER RESOLVED**, that both HUD and Lender, including their respective successors and/or assigns, are entitled to rely on this written action; and

**FURTHER RESOLVED**, that if the resolutions contained herein are not true, correct and complete or are misleading as of the date of the execution of the Agreements, the undersigned shall notify Zimmerman, Kiser & Sutcliffe, P.A. of the same in writing.

**IN WITNESS WHEREOF**, the undersigned do hereby execute this instrument as of the 26<sup>th</sup> day of July, 2017.

[SIGNATURE PAGE FOLLOWS]

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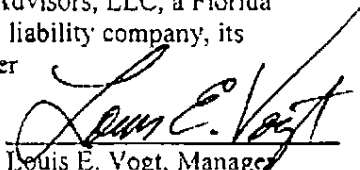
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**SOLE MEMBER:**

**BRM TRUST HOLDINGS, LLC, a**  
Florida limited liability company

By: BRM Advisors, LLC, a Florida  
limited liability company, its  
manager

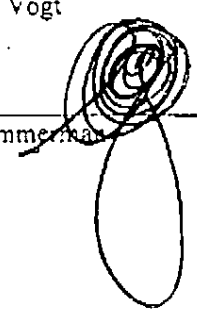
By:

  
Louis E. Vogt, Manager

IN WITNESS WHEREOF, the undersigned being all of the managers of the  
Management Committee of the Company, have executed this consent.

**MANAGEMENT COMMITTEE:**

  
Louis E. Vogt

  
Scott Zimmerman

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**EXHIBIT A**

**HUD Loan Documents**  
**Germer PLLC**

1. HUD Firm Commitment dated as of May 26, 2016, Sand Lake Pointe Apartments, Project No. 067-11272, Orlando, Orange County, Florida;
2. Note;
3. Security Instrument;
4. Regulatory Agreement;
5. UCC Financing Statement;
6. Request for Endorsement of Credit Instrument;
7. Agreement and Certification;
8. Cost Certification;
9. Certificate Regarding Tenant's Security Deposit;
10. Escrow Agreement for Non-Critical, Deferred Repairs;
11. Borrower's Oath;
12. Subordination Agreement and Amendment to Services Agreement (Comcast); and
13. Any and all other documents, instruments, and agreements in connection with the foregoing, including any revision, amendment or modification thereof necessary to effectuate the Loan closing.

**Florida Housing Finance Corporation Documents**  
**Latham, Shuker, Eden & Beaudine, LLP**

1. Amendment and Subordination Agreement of Existing Low-income Housing Agreement;
2. Subordination Agreement of Existing Land Use Restriction Agreement; and
3. Any and all other documents, instruments, and agreements in connection with the foregoing, including any revision, amendment or modification thereof necessary to effectuate the Loan closing.

**Zimmerman, Kiser and Sutcliffe, P.A. Documents**

1. First Amendment to Fourth Amended and Restated Agreement of Limited Partnership of Sand Lake Pointe Apartments, Ltd.; and
2. Any and all other documents, instruments, and agreements in connection with the foregoing, including any revision, amendment or modification thereof necessary to effectuate the Loan closing.