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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: MAKE US AN OFFER EIGHT, LLC
(Name of Limited Liability Company)

The enclosed Amended Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

David Spezza
(Name of Person)

(Firm/Company)

1324 Seven Springs Boulevard - #363
(Address)

New Port Richey, FL 34655
(City/State and Zip Code)

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For further information concerning this matter, please call:

David Spezza at (727) 656-9867
(Name of Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

- ☐ \$125.00 Filing Fee ☐ \$130.00 Filing Fee & Certificate of Status ☐ \$155.00 Filing Fee & Certified Copy (additional copy is enclosed) ☒ \$160 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

Mailing Address
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street /Courier Address
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

AMENDED ARTICLES OF ORGANIZATION

OF

MAKE US AN OFFER EIGHT, LLC

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The undersigned organizer hereby executes and acknowledges these Amended Articles of Organization for the purpose of amending the original Articles of Organization under and by virtue of the laws of the State of Florida as contained in the Florida Limited Liability Company Act, Chapter 608, Florida Statutes.

ARTICLE I – NAME

The name of this limited liability company shall be MAKE US AN OFFER EIGHT, LLC. This limited liability company shall hereinafter be referred to as the “Company”.

ARTICLE II – PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office of the Company shall be 1324 Seven Springs Boulevard, Suite 363, New Port Richey, Florida 34655. The mailing address of the Company shall be 1324 Seven Springs Boulevard, Suite 363, New Port Richey, Florida 34655. The Company may relocate its principal office and place of business at any other place as the Members may from time to time deem advisable.

ARTICLE III – DURATION

The existence of this Company commenced on the filing of the original Articles of Organization on September 11, 2006 with the Department of State, and the period of its duration and existence shall thereafter be perpetual, unless the Company is earlier dissolved in a manner provided by law in accordance with the Florida Limited Liability Company Act or by regulations adopted by the Members of the Company.

ARTICLE IV – BUSINESS PURPOSE AND POWERS

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

- (a) To engage solely in the ownership, operation and management of the real estate project known as Palm Harbor Professional Building located in Palm Harbor, Florida (the “Property”), pursuant to and in accordance with these Articles of Organization and the Company’s Operating Agreement; and
- (b) To engage in such other lawful activities permitted to limited liability companies by the applicable laws and statutes for such entities of the State of Florida as are incidental, necessary or appropriate to the foregoing.

The Company may exercise all powers, rights and privileges conferred on limited liability companies pursuant to the laws of the State of Florida.

ARTICLE V – LIMITATIONS

Notwithstanding any other provision of these Articles and any provision of law that otherwise so empowers the Company, so long as any portion of the Loan (hereinafter defined) remains outstanding, the Company shall not, without the unanimous consent of its members, do any of the following:

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(i) engage in any business or activity other than those permitted hereby or own any assets other than those related to the Property;

(ii) do any act which would make it impossible to carry on the ordinary business of the Company, except as otherwise provided in these Articles;

(iii) borrow money or incur any indebtedness or assume or guaranty any indebtedness of any other entity, other than normal trade accounts and lease obligations incurred in the ordinary course of business, or grant consensual liens on the Company's property; except, however, the manager or managing member, as applicable, is hereby authorized to secure financing (the "Loan") for the Company from Column Financial, Inc. in such amount and on such terms as such manager or managing member may elect, and to grant a mortgage, deed of trust, lien or liens on the Company's property to secure such Loan, as well as incur other indebtedness to the extent expressly authorized pursuant to the documents further evidencing the Loan;

(iv) dissolve or liquidate, in whole or in part;

(v) sell or lease or otherwise dispose of all or substantially all of the assets of the Company except in a manner, if any, consistent with the requirements of the documents evidencing the Loan;

(vi) institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution or bankruptcy or insolvency proceedings against it, or file a petition seeking or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestration (or other similar official) of the Company or a substantial part of property of the Company, or make any assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take company action in furtherance of any such action;

(vii) amend the Articles of Organization or the Operating Agreement of the Company; or

(viii) consolidate or merge with or into any other entity.

In addition to the foregoing, the Company shall not, without the written consent of the holder of the promissory note evidencing the Loan so long as it is outstanding, take any action set forth in items (i) through (v) or items (vii) or (viii) above.

ARTICLE VI – 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 or manager shall have any ownership interest in any company property in its individual name or right and, each membership or other ownership interest in the Company shall be personal property for all purposes.

ARTICLE VII – SEPARATENESS PROVISIONS

The Company shall:

- (a) maintain books and records and bank accounts separate from those of any other person;
- (b) maintain its assets in its own name and in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (c) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (d) hold regular manager and member meetings, as appropriate, to conduct the business of the Company, and observe all other legal formalities;
- (e) prepare separate tax returns and financial statements and not permit its assets to be listed as assets on the financial statements of any other entity, or if part of a consolidated group, then it will be shown as a separate member of such group;
- (f) allocate and charge fairly and reasonably any common employee or overhead shared with affiliates;
- (g) transact all business with affiliates on an arm's-length basis and pursuant to enforceable agreements, the terms of which are intrinsically fair, commercially reasonable and are no less favorable than would be obtained in a comparable transaction with an unrelated third party;
- (h) conduct business in its own name, and use separate stationery, invoices and checks;
- (i) not commingle its assets or funds with those of any other person;
- (j) not assume, guaranty or pay the debts or obligations of any other person or hold out its credit as being available to satisfy the obligations of others;

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(k) neither make any loans or advances to any person or entity nor hold evidence of indebtedness issued by any person or entity;

(l) timely pay all of its tax obligations;

(m) pay its own liabilities only out of its own funds;

(n) not pledge its assets for the benefit of any other entity;

(o) pay the salaries of its own employees, if any, and maintain a sufficient number of employees in light of the contemplated business operations;

(p) correct any known misunderstanding regarding its separate identity;

(q) not acquire any securities or obligations of its officers, directors, managers, members or any affiliate;

(r) cause the managers, members, officers, directors and other representatives of the Company to act at all times with respect to the Company consistent and in furtherance of the foregoing and in the best interests of the Company while simultaneously considering the interests of its creditors;

(s) maintain adequate capital in light of the Company's contemplated business purpose, transactions and liabilities;

(t) remain solvent and pay all of its debts and liabilities from its assets as they become due; and

(u) not identify any of its members or any affiliate thereof as a division or part of the Company, and will not identify itself as a division or part of any other entity.

ARTICLE VIII – 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 membership interest in the Company 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. Each Member waives any right it may have to agree in writing to dissolve the Company upon the bankruptcy of any Member (or all the

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Members) or the occurrence of an event that causes any Member (or all the Members) to cease to be members in the Company.

ARTICLE IX – SUBORDINATION OF INDEMNITIES

All indemnification obligations of the Company are fully subordinated to any obligations relative to the Loan or respecting the Property and such indemnification obligations shall in no event constitute a claim against the Company if cash flow in excess of amounts necessary to pay obligations under the Loan is insufficient to pay such indemnification obligations.

ARTICLE X – REGISTERED OFFICE AND REGISTERED AGENT

The initial registered office of the company shall be located at 1324 Seven Springs Boulevard, Suite 363, New Port Richey, Florida 34655. The name of the initial registered agent of the Company at such office shall be Bruce Harlan. The Company shall have the right to change such registered office and such registered agent from time to time, as provided by law. The Consent to Appointment of the Registered Agent is included with these Articles of Organization.

ARTICLE XI – CONTINUITY OF BUSINESS

Upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member, or upon occurrence of any other event which terminates the continued membership of a Member in the Company, the business of the Company shall not cease and the Company shall not be dissolved unless the business of the Company is terminated by consent or agreement of the remaining Members pursuant to the terms of the Operating Agreement. Notwithstanding the death, retirement, resignation, expulsion or bankruptcy of a Member, all contracts executed by such Member in an individual or representative capacity shall survive and shall inure to the benefit of the Company.

ARTICLE XII – MANAGEMENT

The Business of the company shall be managed by one manager or more managers and is, therefore, a manager-managed company.

ARTICLE XIII – RESTRICTIONS ON MEMBERSHIP

The Members reserve the right to admit additional members to the Company at such times and on such terms and conditions in accordance with the terms of the Operating Agreement. Contributions required of the new members shall be determined as of the time of their admission to the Company. A member's interest in the Company may not be sold or otherwise transferred except in accordance with the terms of the Operating Agreement. Additional restrictions or conditions on membership may be set forth in regulations adopted by the Members.

ARTICLE XIV – OPERATING AGREEMENT

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The Members of the Company shall adopt an Operation Agreement which shall act as the operating agreement of the Members pertaining to the regulation, management and affairs of the Company, provided that such Operating Agreement shall not be inconsistent with the Articles of Organization or with the laws of the State of Florida. The Operating Agreement shall be repealed or amended from time to time only by the Members of the Company, in the manner now or hereafter prescribed by the laws of the State of Florida.

ARTICLE XV - AMENDMENT OF ARTICLES OF ORGANIZATION

The Company reserves the right to amend, alter, change or repeal any provisions contained in the Articles or Organization in the manner now or hereafter prescribed by statute, and all rights conferred upon the Members of the Company herein are subject to this reservation.

IN WITNESS WHEREOF, the undersigned organizer of MAKE US AN OFFER EIGHT, LLC, acknowledges that his is an authorized representative of a Member of the Company, and that he has caused to be prepared and has signed the foregoing Articles of Organization for the purposes of forming a limited liability company under the laws of the State of Florida, and that the statements contained therein are, to the best of his knowledge and belief, true, correct and complete.

DATED this 3rd day of NOVEMBER, 2006.

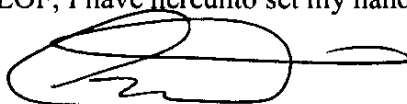


DAVID SPEZZA, Organizer
As Authorized Representative of Member

STATE OF FLORIDA
COUNTY OF PASCO

THIS IS TO CERTIFY that on this date the 3rd day of NOVEMBER, 2006, before me, a notary public, personally appeared DAVID SPEZZA, who I am satisfied is the person named as organizer and executor of the foregoing Articles of Organization, or has provided _____ as identification, and who by his respective signature in my presence has acknowledged the same as his voluntary act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the date given above.



Notary Public
Andre Grubaugh
Commission # DD421255
Expires: APR. 21, 2009
Bonded Thru Atlantic Bonding Co., Inc.

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