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LIMITED LIABILITY AMENDMENT

HEP-8-CLER, L.C.

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ARTICLES OF AMENDMENT
OF
HEP-8-CLER, L.C.,
A FLORIDA LIMITED LIABILITY COMPANY

Pursuant to the provisions of Section 608.411, Florida Statutes, the undersigned limited liability company, having been previously organized under the laws of the State of Florida by filing Articles of Organization with the Florida Department of State on October 28, 1999, as amended by virtue of Articles of Amendment filed on July 16, 2001 with the Florida Department of State, and intending to further amend its Articles of Organization, does hereby amend its Articles of Organization as follows:

FIRST: The following Articles are hereby added:

ARTICLE IV. PURPOSE

Notwithstanding any provision hereof to the contrary, the following shall govern: The nature of the business and of the purpose to be conducted and promoted by the limited liability company is to engage solely in the following activities:

1. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the approximately twelve (12) acres of real property located at 4359 South Highway 27, Clermont, Lake County, Florida, legally described on Exhibit "A" attached hereto and made a part hereof, together with all structures, fixtures and other improvements thereon, and all rights, and appurtenances pertaining thereto (collectively the "Property")
2. To exercise all powers enumerated in the Florida Limited Liability Company Act Chapter 608, Florida Statutes, necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

ARTICLE V. PROHIBITED ACTIVITIES

Notwithstanding any provision hereof to the contrary, the following shall govern: The limited liability company shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien in favor of Wachovia National Bank, or its successors or assigns (the "First Mortgage") exists on any portion of the Property, the limited liability company shall not incur, assume, or guaranty any other indebtedness. For so long as the First Mortgage exists on any portion of the Property, the limited liability company shall not dissolve or liquidate, or consolidate or merge with or into any other entity, or convey or transfer its properties and assets substantially as an entirety or transfer any of its beneficial interests to any entity. For so long as the First Mortgage exists on any portion of the Property, the limited liability company will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or similar federal or state statute without the unanimous consent of all of the members of the limited liability company. For so long as the First Mortgage exists on any portion of the Property, no material amendment to these Articles of Organization may be made without first obtaining approval of the mortgagee

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holding the First Mortgage on any portion of the Property.

ARTICLE VI. INDEMNIFICATION

Notwithstanding any provision hereof to the contrary, the following shall govern: Any indemnification of the limited liability company's members shall be fully subordinated to any obligations respecting the Property (including, without limitation, the First Mortgage) and such indemnification shall not constitute a claim against the limited liability company in the event that cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations.

ARTICLE VII. SEPARATENESS COVENANTS

Notwithstanding any provisions hereof to the contrary, the following shall govern: For so long as the First Mortgage exists on any portion of the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in these articles of organization, the limited liability company shall conduct its affairs in accordance with the following provisions:

1. ~~It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its members or affiliates and shall allocate fairly and reasonably any overhead for shared office space. [deleted]~~
2. It shall maintain records and books of account separate from those of any member or affiliate.
3. It shall observe all limited liability company formalities.
4. It shall not commingle assets with those of any member or affiliate.
5. It shall conduct its own business in its own name.
6. It shall maintain financial statements separate from any member or affiliate.
7. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any member or affiliates.
8. It shall maintain an arm's length relationship with any member or affiliate.
9. It shall not guarantee or become obligated for the debts of any other entity, including any member or affiliate, or hold out its credit as being available to satisfy the obligations of others.
10. It shall use stationery, invoices and checks separate from any member or affiliate.
11. It shall not pledge its assets for the benefit of any other entity, including

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any member or affiliate.

12. It shall hold itself out as an entity separate from any member or affiliate.
13. It shall have a corporate managing member which shall be organized to be a single purposes, "bankruptcy remote" entity with organizational documents substantially similar to the organizational documents of the current corporate managing member of the limited liability company.

For purpose of this Article VII, the following terms shall have the following meanings:

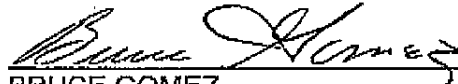
"affiliate" means any person controlling or controlled by or under common control with the limited liability company including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the limited liability company, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or counting services from this limited liability company, or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

ARTICLE VIII. DISSOLUTION

Notwithstanding any provision hereof to the contrary, the following shall govern: To the extent permissible under applicable federal and state tax law, the vote of a majority-in-interest of the remaining members is sufficient to continue the existence of the limited liability company. If such vote is not obtained, for so long as the First Mortgage exists on any portion of the Property, the limited liability company shall not liquidate the Property without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property. Such holder may continue to exercise all of its rights under the existing security agreement or mortgage until the debt underlying the First Mortgage has been paid in full or otherwise completely discharged.

IN WITNESS WHEREOF, the undersigned Authorized Representative of the Managing Member of HEP-8-CLER, L.C., a Florida limited liability company, has executed these Articles of Amendment to the Articles of Organization of HEP-8-CLER, L.C., this 6TH day of MAY, 2002.


BRUCE GOMEZ
Authorized Representative of the Managing Member

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