

# CAPITAL CONNECTION, INC.

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**PO1000035804**

Orlando Property Investments  
CNP

FILED  
01 JUN 15 PM 2:06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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*Amend*

- ☐ Art of Inc. File
- ☐ LTD Partnership File
- ☐ Foreign Corp. File
- ☐ L.C. File
- ☐ Fictitious Name File
- ☐ Trade/Service Mark
- ☐ Merger File
- ☒ Art. of Amend. File
- ☐ RA Resignation
- ☐ Dissolution / Withdrawal
- ☒ Annual Report / Reinstatement
- ☒ Cert. Copy
- ☐ Photo Copy
- ☒ Certificate of Good Standing
- ☐ Certificate of Status
- ☐ Certificate of Fictitious Name
- ☐ Corp Record Search
- ☐ Officer Search
- ☐ Fictitious Search *RR*
- ☐ Fictitious Owner Search *6/15/01*
- ☐ Vehicle Search
- ☐ Driving Record
- ☐ UCC 1 or 3 File
- ☐ UCC 11 Search
- ☐ UCC 11 Retrieval
- ☐ Courier

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01 JUN 15 PM 2:06  
DIVISION OF REGISTRATION

Signature \_\_\_\_\_

Requested by: *KE*

Name \_\_\_\_\_

Date *6/15*

Time \_\_\_\_\_

Walk-In \_\_\_\_\_

Will Pick Up \_\_\_\_\_

ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF

FILED  
01 JUN 15 PM 3:24  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ORLANDO PROPERTY INVESTMENT CORPORATION

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:

**FIRST:** Amendment(s) adopted: (indicate article number(s) being amended, added or deleted).

Article III is amended with the addition of the following language:

**Covenants with Respect to Indebtedness: Operations and Fundamental Changes of the Corporation.** The Corporation has entered into and received certain financing (the "**Financing**") from Column Financial, Inc. (together with its successors and assigns, the "**Lender**"), which Financing is secured by a first mortgage lien on certain real and other property located at \_\_\_\_\_ Orlando, Florida \_\_\_\_\_ (the "**Property**"). With respect to the Financing and the Property the Corporation:

- (1) does not own and will not own any encumbered asset other than (i) the Property, and (ii) incidental personal property necessary for the operation of the Property;
- (2) is not engaged and will not engage in any business other than the ownership, management, and operation of the Property;
- (3) will not enter into any contract or agreement with any general partner, principal, member or affiliate of the Corporation or any affiliate of any such general partner, principal, or member of the Corporation, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than an affiliate;
- (4) has not incurred and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the secured indebtedness, and (ii) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property; no debt

whatsoever may be secured (senior, subordinate or pari passu) by the Property;

- (5) has not made and will not make any loans or advances to any third party (including any general partner, principal, member or affiliate of the Corporation, or any guarantor);
- (6) is and will be solvent and pay its debts from its assets and the same shall become due;
- (7) has done or caused to be done and will do all things necessary to preserve its existence and corporate, limited liability company and partnership formalities (as applicable), and will not, nor will any partner, limited or general, or member or shareholder thereof, amend, modify or otherwise change its partnership certificate, partnership agreement, certificate or articles of incorporation or organization, or by-laws or operating agreement or regulations in a manner which adversely affects the Corporation's or any such partner's, member's or shareholder's existence as a single-purpose, single-asset "bankruptcy remote" entity;
- (8) will conduct and operate its business as presently conducted and operated, will maintain books and records and bank accounts separate from those of its affiliates, including its general partners, principals and members;
- (9) will be, and at all times will hold itself out of the public as, a legal entity separate and distinct from any other entity (including any general partner, principal, member or affiliate);
- (10) will file its own tax returns;
- (11) will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;
- (12) will not, nor will any shareholder, partner, member or affiliate, seek the dissolution or winding up, in whole or in part, of the Corporation;
- (13) will not enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;
- (14) will not commingle the funds and other assets of the Corporation with those of any general partner, principal, member or affiliate, or any other person;

- (15) has and will maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person;
- (16) has, and any general partner or operating member of the Corporation has, at all times since its formation, observed all legal and customary formalities regarding its formation and will continue to observe all legal and customary formalities;
- (17) does not and will not hold itself out to be responsible for the debts or obligations of any other person; and
- (18) upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the Corporation, the Corporation shall not seek a supplemental stay or otherwise pursuant to 11 U.S.C. §105 or any other provision of the Bankruptcy Act, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of Lender to enforce any rights of Lender against any guarantor or Indemnitor of the secured obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise.

**SECOND:** If an amendment provides for an exchange, reclassification or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself, are as follows:

**THIRD:** The date of each amendment's adoption: May 16,  
2001

**FOURTH:** Adoption of Amendment(s) (CHECK ONE)

           The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) was/were sufficient for approval.

\_\_\_\_\_ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval by \_\_\_\_\_."

Voting group

✓ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

\_\_\_\_\_ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signed this 14 day of June, 2001.

Signature   
(By the Chairman or Vice Chairman of the Board of Directors, President or other officer if adopted by the shareholders)

OR

(By a director if adopted by the directors)

OR

(By an incorporator if adopted by the incorporators)

Arturo Sanchez

Typed or printed name

Director

Title