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CAPITAL CONNECTION, INC.

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EDR Tharpe Limited Partnership

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- ___ Art of Inc. File ___
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- ___ Corp Record Search ___
- ___ Officer Search ___
- ___ Fictitious Search ___
- ___ Fictitious Owner Search ___
- ___ Vehicle Search ___
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AMENDMENT TO CERTIFICATE OF AUTHORITY
FOR FOREIGN LIMITED PARTNERSHIP

The name of the limited partnership as it appears on the records of the Florida Department of State is EDR Tharpe Limited Partnership. Its document number is B99000000047.

The jurisdiction of its formation is Delaware.

The date the entity was authorized to transact business in Florida is February 3, 1999.

The Certificate of Amendment to the Certificate of Limited Partnership names a new general partner:

Tharpe Street Apartments LLC
220 N. Main Street
Gainesville, Fl 32601 L07000046255

Attached is a certificate, no more than 90 days old, evidencing the aforementioned amendment, duly authenticated by the Delaware Secretary of State.

Signed this 1st day of August, 2007.

Tharpe Street Apartments LLC
General Partner
By Nathan S. Collier
Sole Member and Managing Member

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "EDR THARPE LIMITED PARTNERSHIP", FILED IN THIS OFFICE ON THE FIFTH DAY OF JUNE, A.D. 2007, AT 8:04 O'CLOCK P.M.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2985457 8100

070676589

AUTHENTICATION: 5734531

DATE: 06-06-07

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:08 PM 06/05/2007
FILED 08:04 PM 06/05/2007
SRV 070676589 - 2985457 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF LIMITED PARTNERSHIP
OF
EDR THARPE LIMITED PARTNERSHIP

Pursuant to Section 17-202 of the Delaware Limited Partnership Act

1. The name of the limited partnership is EDR Tharpe Limited Partnership.

The Certificate of Limited Partnership is hereby amended as follows:

4. General Partner: The name and the business address of the general partner of the Partnership are:
Tharpe Street Apartments LLC
220 N. Main Street
Gainesville Florida 32601

5. Single Purpose Entity Provisions: The sole purpose of the Partnership is to acquire, own, hold, maintain, and operate Village on Tharpe Apartments (the "**Property**"), together with such other activities as may be necessary or advisable in connection with the ownership of the Property. Notwithstanding anything contained herein to the contrary, the Partnership shall not engage in any business, and it shall have no purpose, unrelated to the Property and shall not acquire any real property or own assets other than those related to the Property and/or otherwise in furtherance of the purposes of the Partnership.

I The General Partner, and any additional or substitute general partner of the Partnership, may not be an individual and shall at all times have as its sole purpose to act as the General Partner of the Partnership, and shall be engaged in no other business or have any other purpose. Additionally, any additional or substitute general partner of the Partnership shall have organizational documents which conform in all material respects to the organizational documents of the General Partner.

II Anything in this Agreement to the contrary notwithstanding, the General Partner shall have no authority to perform any act in respect of the Partnership in violation of any (a) applicable laws or regulations or (b) any agreement between the Partnership and Wachovia Bank, National Association or its successors or assigns (collectively, the "**Lender**").

III Anything in this Agreement to the contrary notwithstanding, so long as any indebtedness remains outstanding by the Partnership to the Lender, the Partnership shall not, and the General Partner acting on behalf of the Partnership shall have no power or authority to:

a. make any loans to the General Partner or its Affiliates;

b. except as permitted by the Lender in writing, sell, encumber (except with respect to the Lender) or otherwise dispose of all or substantially all of the properties of the Partnership (a sale or disposition will be deemed to be "all or substantially all of the properties of the Partnership" if the sale or disposition includes the Property or if the total value of the properties sold or disposed of in such transaction and during the twelve months preceding such transaction is 66-2/3% or more in value of the Partnership's total assets as of the end of the most recently completed Partnership fiscal year);

c. dissolve, wind-up, or liquidate the Partnership;

d. merge, consolidate or acquire substantially all the assets of another person or entity;

e. change the nature of the business conducted by the Partnership; or

f. except as permitted by the Lender in writing, amend or modify this Agreement.

For purposes hereof, "Affiliate" means any person or entity which directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with a Partner. For purposes hereof, the terms "control", "controlled", or "controlling" shall include, without limitation, (i) the ownership, control or power to vote ten percent (10%) or more of (x) the outstanding shares of any class of voting securities or (y) the Partnership or beneficial interests of any such person or entity, as the case may be, directly or indirectly, or acting through one or more persons or entities, (ii) the control in any manner over the general partner(s) or the election of more than one director or trustee (or persons exercising similar functions) of such person or entity, or (iii) the power to exercise, directly or indirectly, control over the management or policies of such person or entity.

5. All funds of the Partnership shall be deposited in such checking accounts, savings accounts, time deposits, or certificates of deposit in the Partnership's name or shall be invested in the Partnership's name, in such manner as shall be designated by the General Partner from time to time. Partnership funds shall not be commingled with those of any other person or entity.

Partnership funds shall be used by the General Partner only for the business of the Partnership.

6. Title to Partnership assets shall be held in the Partnership's name.

7. The Partnership shall not, without the affirmative vote of 100 percent of the Partners, institute proceedings to be adjudicated bankrupt or insolvent; or consent to the institution of bankruptcy or insolvency proceedings against it; or file a petition seeking, or consent 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, sequestrator (or other similar official) of the Partnership or a substantial part of its property; 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 any action in furtherance of any such action.

8. The Partnership shall have no indebtedness, secured or unsecured, direct or contingent (including guaranteeing any obligation) and shall incur no liability other than (a) the loan made to the Partnership by the Lender and (b) trade payables or accrued expenses (not exceeding two (2%) percent in the aggregate of the original principal amount of the loan made to the Partnership by the Lender) incurred in the ordinary course of business of operating the Project (provided, however, that all such sums shall be paid in full promptly by the Partnership, but in no event later than sixty (60) days of the date incurred) and no other debt will be secured (senior, subordinate or pari passu) by the Project.

9. The Partnership shall not terminate or dissolve solely as a consequence of the bankruptcy, insolvency, appointment of a receiver, liquidator, assignee, trustee or sequestrator (or other similar official) of a General Partner of the Partnership or a substantial part of such General Partner's property, or assignment for the benefit of its creditors, or an admission in writing of the inability to pay its debts generally as they become due, or any similar action, of one or more of the General Partners so long as there remains a solvent general partner of the Partnership.

10. The Partnership shall at all times observe the applicable legal requirements for the recognition of the Partnership as a legal entity separate from any partners of the Partnership ("***Partners***") and Affiliates, including, without limitation, as follows:

(a) The Partnership shall use its own separate stationary, invoices and checks.

(b) The Partnership shall maintain its records and books and accounts separate from those of any Affiliate or any other entity. The Partnership shall prepare unaudited quarterly and annual financial statements, and the Partnership's financial statements shall substantially comply with generally accepted accounting principles.

(c) The Partnership shall maintain its own separate bank accounts, payroll and correct, complete and separate books of account.

(d) The Partnership shall hold itself out to the public (including any Affiliate's creditors) under the Partnership's own name and as a separate and distinct entity and not as a department, division or otherwise of any Affiliate.

(e) All customary formalities regarding the existence of the Partnership, including holding meetings and maintaining current and accurate minute books separate from those of any Affiliate, shall be observed.

(f) The Partnership shall act solely in its own name and through its own duly authorized officers and agents. No Affiliate shall be appointed or act as agent of the Partnership.

(g) Investments shall be made in the name of the Partnership directly by the Partnership or on its behalf by brokers engaged and paid by the Partnership or its agents.

(h) Except as required by Wachovia Bank, National Association or its successors or assigns (collectively, the "**Lender**"), the Partnership shall not guarantee or assume any liabilities or obligations for the benefit of any party, including, without limitation, any Affiliate or hold itself out or permit itself to be held out as having guaranteed or assumed any liabilities or obligations of any party, including, without limitation, any Partner or any Affiliate, nor shall it make any loan to any party (including any Affiliate).

(i) The Partnership is and will be solvent and shall pay its own liabilities, indebtedness and obligations of any kind, including all administrative expenses, from its own separate assets.

(j) Assets of the Partnership shall be separately identified, maintained and segregated. The Partnership's assets shall at all times be held by or on behalf of the Partnership and if held on behalf of the Partnership by another entity, shall at all times be kept identifiable (in accordance with customary usages) as assets owned by the Partnership. This restriction requires, among other things, that Partnership funds shall not be commingled with those of any Affiliate and it shall maintain all accounts in its own name and with its own tax identification number, separate from those of any Affiliate.

(k) The Partnership shall not take any action if, as a result of such action, the Partnership would be required to register as an investment Partnership under the Investment Partnership Act of 1940, as amended.

(l) The Partnership shall at all times be adequately capitalized to engage in the transactions contemplated at its formation.

(m) All data and records (including computer records) used by the Partnership or any Affiliate in the collection and administration of any loan shall reflect the Partnership's ownership interest therein.

(n) None of the Partnership's funds shall be invested in securities issued by any Affiliate.

(o) The Partnership shall not enter into any contract or agreement with any employee, shareholder, consultant, agent, director, partner, member or manager of the Partnership or any Affiliate, as applicable, 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.

(p) The Partnership shall file its own tax returns.

(q) The Partnership shall not do any act which would make it impossible to carry on the ordinary business of the Partnership.

(a) (r) The Partnership shall not hold title to the Partnership's assets other than in the Partnership's name.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Certificate of Limited Partnership on this 5th day of June, 2007.

THARPE STREET APARTMENTS LLC
A Florida limited liability company
General partner

By: ______________________
Nathan S. Collier
Sole Member and Managing Member

THARPE STREET APARTMENTS 99LP LLC
A Florida limited liability company
Limited partner

By: ______________________
Nathan S. Collier
Sole Member and Managing Member