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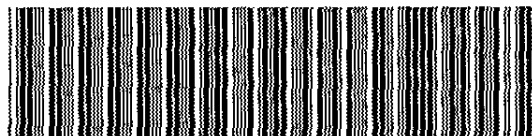
(Business Entity Name)

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12-11-02

CT CORPORATION

December 10, 2002

Secretary of State, Florida
409 East Gaines Street
Tallahassee FL 32399

Re: Order #: 5741412 SO
Customer Reference 1:
Customer Reference 2:

Dear Secretary of State, Florida:

Please file the attached:

XHD Ltd. (FL)
Amendment
Florida

XHD Ltd. (FL)
Cert Copy of *Amendment*
Florida

AND
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SECRETARY OF STATE
TALLAHASSEE FL 32399

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to my attention.

If for any reason the enclosed cannot be filed upon receipt, please contact me immediately at (850) 222-1092. Thank you very much for your help.

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

CT CORPORATION

Sincerely,

Ashley A Mitchell
Fulfillment Specialist
Ashley_Mitchell@cch-lis.com

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FBI-MISSISSIPPI

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
XHD LTD.

Pursuant to the provisions of section 620.109, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Dept. of State on December 2, 2002, adopts the following certificate of amendment to its certificate of limited partnership.

FIRST: The name of the company is XHD LTD. The name has not been changed.

SECOND: The amendment affected by this certificate is to add Article "9" dealing with the business purposes of the Partnership, Article "10" dealing with the powers and duties of partners, Article "11" dealing with, title to Partnership property, Article "12" dealing with separateness of operations, Article "13" dealing with the effect of death, bankruptcy or incompetency of a Partner and article "14" dealing with certain controlling provisions. Article "9", "10", "11", "12", "13" and "14" are hereby added to the Certificate of Limited Partnership to read as follows:

"9: The Partnership's business and purpose shall consist solely of the ownership, operation and management of the property having an address of 7600 Westheimer Road, Houston Texas (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith.

"10: Notwithstanding any other provisions of this Certificate of Limited Partnership and so long as the Partnership owns any interest in the Property and any obligations secured by the mortgage held by Wells Fargo Bank, Northwest, N.A., as Trustee (the "Mortgage") remain outstanding and not discharged in full, without the consent of all of the partners the general partner of the Partnership shall have no authority to:

(i) dissolve or liquidate the Partnership;

(ii) file a voluntary petition or otherwise initiate proceedings to have the Partnership adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Partnership, or file a petition seeking or consenting to reorganization or relief of the Partnership as debtor under any

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applicable federal or state law relating to bankruptcy, insolvency or other relief for debtors with respect to the Partnership; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Partnership or of all or any substantial part of the properties and assets of the Partnership, or make any general assignment for the benefit of creditors of the Partnership, or admit in writing the inability of the Partnership to pay its debts generally as they become due or declare or effect a moratorium on the Partnership debt or take any action in furtherance of any such action;

(iii) amend, modify or alter Articles "9", "10", "11", "12", "13", or "14" of this certificate.

(iv) merge or consolidate with any other entity.

Notwithstanding the foregoing and so long as any obligation secured by the mortgage held by Wells Fargo Bank Northwest, N.A., as Trustee (the "Mortgage") remains outstanding and not discharged in full and the Partnership owns the Property, the partners and general partner of the Partnership shall have no authority: (1) to take any action in items (i) through (iv) above unless such action has been approved by a unanimous vote of the partners and general partner of the Partnership, or (2) to take any action in items (ii) through (iv) without the written consent of the holder of the Mortgage.

11: All property is owned by the Partnership as an entity and, insofar as permitted by applicable law, no partner shall have any ownership interest in any Partnership property in its individual name or right and each partner's interest in the Partnership shall be personal property for all purposes.

12: As long as the Partnership shall own the Property and the Property is subject to the Mortgage, the Partnership shall conduct its business and operations in accordance with the following provisions:

(a) The Partnership will not own any asset or property other than (i) the Property and (ii) incidental personal property and cash necessary for the ownership or operation of the Property;

(b) The Partnership, to the extent its office is located in the offices of any of its affiliates, will pay fair market rent for its office space located therein and its fair share of any overhead costs

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with respect thereto;

(c) The Partnership will not engage in any business other than the ownership, management, leasing and operation of the Property;

(d) The Partnership will not enter into any contract or agreement with any affiliate of the Partnership, any constituent party of Partnership, any guarantor or any affiliate of any constituent party or guarantor, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's-length basis with third parties other than any such party;

(e) The Partnership will not make any loan or advances to any third party (including any affiliate or constituent party, any guarantor or any affiliate of any constituent party or guarantor), shall not pledge its assets for the benefit of any other entity and shall not acquire obligations or securities of its partners or its affiliates;

(f) The Partnership will remain solvent and will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;

(g) The Partnership will do all things necessary to observe organizational formalities and preserve its existence while it has any ownership interest in the Property and the Mortgage remains unsatisfied and will not amend, modify or otherwise change the Certificate of Limited Partnership and Partnership Agreement, or other organizational documents of the Partnership in any manner which would change or affect the "separateness" of the Partnership from other Persons, as contemplated by this Article.

(h) The Partnership will make investments directly or by brokers engaged and paid by the Partnership or its agents (provided that if any such agent is an affiliate of the Partnership, it shall be compensated at a fair market rate for its services);

(i) The Partnership will maintain books, accounting records and other documents and records, financial statements, bank accounts and payroll accounts separate from those of its affiliates, any constituent party and any other person. The Partnership will file its own tax returns, if any, and characterize itself as a separate entity from any affiliate or other person in each and every report, tax return or financial statement. The Partnership shall maintain its books, records, resolutions and agreements as official records;

(j) The Partnership will separately manage the Partnership's liabilities from those of any affiliate and pay from its assets (to the

extent available) all of its own obligations, indebtedness and liabilities, including all administrative expenses and compensation to employees, consultants or agents, and all operating expenses, except that the Partnership's partners may pay the organizational expenses of the Partnership;

(k) The Partnership will not become involved in the day-to-day management of any other person;

(l) The Partnership will be and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any of its partners, any affiliate of the Partnership, any constituent party of the Partnership, any guarantor or any affiliate of any constituent party or guarantor), and shall conduct business in its own name and through its own authorized directors, officers, managers, employees and agents and shall maintain and utilize separate stationery, invoices and checks. The Partnership shall correct any known misunderstanding regarding its status as a separate entity and shall not identify itself as a division or part of its members or affiliates or any of its affiliates as a division or part of the Partnership.

(m) The Partnership 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;

(n) The Partnership will not commingle the funds and other assets of the Partnership with those of any affiliate or constituent party, any guarantor or any affiliate of any constituent party or guarantor or any other person;

(o) The Partnership will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain, or identify its individual assets from those of any affiliate or constituent party, any guarantor, or any affiliate of any constituent party or guarantor or any other person;

(p) The Partnership will not hold itself out to be responsible for the debts or obligations of any other person.

(q) The Partnership will not enter into any transaction of merger or consolidation, or liquidate or dissolve (or suffer any liquidation or dissolution), or acquire by purchase or otherwise all or substantially all the business or assets of, or any stock or other evidence of beneficial ownership of any entity.

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13: The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a partner shall not cause the termination or dissolution of the Partnership and the business of the Partnership shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such partner shall have all the rights of such partner 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 partner. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Partnership interest 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. The foregoing shall apply to the extent permitted by applicable law.

14: So long as any obligations secured by the Mortgage remain outstanding and not paid in full, Articles "9", "10", "11", "12" "13" and "14" hereof shall control in the event of any conflict with any contrary provisions hereof or any other entity governance documents."

THIRD: This certificate of amendment shall be effective at the time of its filing with the Florida Department of State.

IN WITNESS WHEREOF, this certificate has been subscribed to this 9th day of December, 2002 by the undersigned general partner of the Partnership who affirms that the statements made herein are true under the penalties of perjury.

G-P XHD LTD.

by: Elayne Herrick
Elayne Herrick, President

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