

1201 HAYS STREET
TALLAHASSEE, FL 32301-2607

800-342-8086

A96000001007



PROFESSIONAL FINANCIAL SERVICES

ACCOUNT NO. : 072100000032

REFERENCE : 982961 12000A

AUTHORIZATION :

COST LIMIT : \$ 52.50

Patricia P. [signature]

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
96 JUN 11 PM 12:47

ORDER DATE : June 11, 1996

ORDER TIME : 10:17 AM

ORDER NO. : 982961

CUSTOMER NO: 12000A

400001858354

CUSTOMER: June Emberton, Legal Assistant
Perry, Shapiro & Adams, P.a.
Suite 600
1645 Palm Beach Lakes Blvd.
West Palm Beach, FL 33401

DOMESTIC AMENDMENT FILING

NAME: CONCORD SHOPPING PLAZA
PARTNER, LIMITED PARTNERSHIP

XX AMENDMENT TO CERTIFICATE
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Michelle Bailey

EXAMINER'S INITIALS:

RECEIVED
96 JUN 11 AM 11:13
DIVISION OF CORPORATIONS

6/11/96
BK

FIRST AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP OF
CONCORD SHOPPING PLAZA PARTNER, LIMITED PARTNERSHIP
A FLORIDA LIMITED PARTNERSHIP

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
65 JUN 11 PM 2:47

The undersigned general partner of CONCORD SHOPPING PLAZA PARTNER, Limited Partnership, a Florida limited partnership, hereby amends the Certificate of Limited Partnership of Concord Shopping Plaza Partner, Limited Partnership, (the "Certificate"), pursuant to Section 620.109 of the Florida Revised Uniform Limited Partnership Act (1986), as follows:

1. There shall be added as Paragraph 8 of the Certificate of Limited Partnership of Concord Shopping Plaza Partner, Limited Partnership the following language:

The purpose of the Limited Partnership is to acquire, own, maintain, manage and sell the Partnership Interests in the Partnership and become a Partner in Concord Shopping Plaza, a Florida general partnership (the "Partnership") pursuant to the Partnership Agreement for Concord Shopping Plaza, as the same may have been, or may be, amended in the future, from time to time ("Partnership Agreement"). The Partnership currently owns and operates the Shopping Center and is authorized to engage in all business activities related or incidental thereto. The Limited Partnership shall engage in no other business without the prior written consent of all Partners being first had and obtained.

Notwithstanding anything contained to the contrary in the Limited Partnership Agreement, while the real property owned by the Partnership known as Concord Shopping Plaza (the "Shopping Center") is encumbered by that certain mortgage loan (the "Loan") originated by Heller Financial, Inc. and assigned to Lehman Brothers Holdings Inc., d/b/a Lehman Capital, or its successors and assigns ("Lender") (except following a permitted sale of Concord Shopping Plaza by the Partnership pursuant to the terms of said Loan), the Limited Partnership shall not, without the prior consent of Lender:

(i) Engage in any business or activity other than the ownership of the Partnership Interests and activities incidental thereto;

(ii) Acquire or own any material assets other than the Partnership Interests;

(iii) Commingle its assets with the assets of any other person or entity;

(iv) Incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than as permitted by Section 4.3 of the Mortgage given in connection with the Loan or as set forth in the Partnership Agreement;

(v) Enter into any contract or agreement with any person or entity which is a partner or affiliate of the Partnership or Limited Partnership, except upon terms and conditions that are fair and substantially similar to those that would be available on an arms-length basis with third parties other than those approved by Lender or its successor or assigns;

(vi) Hold itself out to be responsible for the debts of another person;

(vii) Make any loans or advances to any third party, including any partner of the Partnership, Limited Partnership or any Affiliate of the Partnership or Limited Partnership;

(viii) Agree to enter into or consummate any transaction which would render the Partnership or this Limited Partnership unable to furnish any certification or other evidence required in connection with the Loan; or

(ix) Merge into, or consolidate with, any person or entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all, or substantially all, of its assets or change its legal structure.

(x) File, or consent to the filing of, a bankruptcy or insolvency petition or otherwise institute insolvency proceedings.

(xi) Dissolve, liquidate, consolidate, merge or sell all or substantially all of the assets of the Partnership.

(xii) Engage in any other business activity.

(xiii) Amend the Limited Partnership Agreement.

Further, if and while Tricon, L.P., its successors and assigns, is a partner in the Partnership pursuant to the Third Amendment and Restatement of General Partnership Agreement of Concord Shopping Plaza (if executed), the Limited Partnership shall not have the authority to do any act which would be in violation of the provisions of said Third Amendment and Restatement of General Partnership Agreement. To the extent that there is any conflict between the provisions of this Limited Partnership Agreement and the provisions of the Third Amendment and Restatement of General Partnership Agreement,

the provisions of the Third Amendment and Restatement of General Partnership Agreement shall prevail.

The execution of this Certificate by the undersigned general partner constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

IN WITNESS WHEREOF, this Certificate has been executed by the general partner of Concord Shopping Plaza Partner, Limited Partnership.

CONCORD G.P. CORP., GENERAL PARTNER

BY: ROBERT LEE-SHAPIRO
VICE PRESIDENT

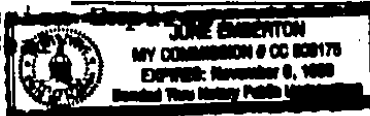
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 31st day of May, 1996, by Robert Lee Shapiro, as Vice President of Concord G.P. Corp., Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced his Florida Driver's License as identification and did (did not) take an oath.

June Emberton
Notary Public

Print Name: June Emberton

My Commission: JUNE EMBERTON
(Notary Seal)



79-0600

Address
ch, FL 33401
107-684-4500
Phone #

29 PM 4-25

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. LIMITED PARTNERSHIP
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3 _____
(Corporation Name) (Document #)

(Corporation Name) (Document #)

☒ Walk in

☐ Mail out

☒ Pick up time

Call 904-224-5596 for pick up - Richard M. Powers, Esq.

☐ Will wait☐ Photocopy☒ Certified Copy☐ **Certificate of Status**

NEW FILINGS	
	Profit
	NonProfit
	Limited Liability
	Domestication
	Other

AMENDMENTS	
	Amendment
	Resignation of R.A., Officer/ Director
	Change of Registered Agent
	Dissolution/Withdrawal
	Merger

	OTHER FILINGS
	Annual Report
	Fictitious Name
	Name Reservation

	REGISTRATION/ QUALIFICATION
	Foreign
X	Limited Partnership
	Restatement
	Trademark
	Other

G. TAX _____
 FILING _____ 1750.00
 R. AGENT FEE _____ 35.40
 C. COPY _____ 52.50
 TOTAL 1,837.50
 N. BANK _____
 BALANCE DUE _____
 RECEIVED _____

Examiner's Initials

FILED
SECRETARY OF STATE
DIVISION OF RECORDS
MAY 29 AM 8:38

FILED
SECRETARY OF STATE
DIVISION OF RECORDS
MAY 29 PM 4:25

15-
6,131 0.00 1,550,150.00
05/05/68 01002--010
**1833.50 **1833.50

RECEIVED
MAY 29 PM 12:29
5/24/96
OK

CERTIFICATE OF LIMITED PARTNERSHIP OF
CONCORD SHOPPING PLAZA PARTNER, ~~L.P.C.~~

LIMITED
PARTNERSHIP

LIMITED PARTNERSHIP

The undersigned general partner of Concord Shopping Plaza Partner, ~~L.P.C.~~, a Florida limited partnership, desiring to adopt a certificate of limited partnership of Concord Shopping Plaza Partner, ~~L.P.C.~~ (the "Certificate"), pursuant to Section 620.109 of the Florida Revised Uniform Limited Partnership Act (1986), hereby state the following:

LIMITED
PARTNERSHIP

1. The name of the Limited Partnership is Concord Shopping Plaza Partner, ~~L.P.C.~~

LIMITED PARTNERSHIP

2. The address of the office of the Limited Partnership is 10800 Biscayne Blvd., Room 510, Miami, FL 33161.

3. The name and address of the agent for service of process on the Limited Partnership is Robert Lee Shapiro, 1645 Palm Beach Lakes Boulevard, Suite 600, West Palm Beach, FL 33401.

4. The name and business address of the General Partner is Concord G.P. Corp., 10800 Biscayne Blvd., Room 510, Miami, FL 33161.

176000045472

5. The mailing address of the Limited Partnership is 10800 Biscayne Blvd., Room 510, Miami, FL 33161.

6. The latest date upon which the Limited Partnership shall dissolve is fifty (50) years from the date of filing this Certificate as required by Section 620.18 of the Florida Revised Uniform Limited Partnership Act.

7. This Certificate shall be effective upon the filing of this Certificate with the State of Florida, Department of State.

This Certificate is duly executed and is being filed in accordance with Section 620.108 of the Florida Revised Uniform Limited Partnership Act (1986).

The execution of this Certificate by the undersigned constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

SECTION 620.109
DIVISION OF
REGISTRATION
96 MAY 29 PM 4:26

IN WITNESS WHEREOF, this Certificate has been executed by the
general partner of Concord Shopping Plaza Partner, ~~L.P.~~

LIMITED PARTNERSHIP

Concord G.P. Corp.

By:

Robert Lee Shapiro, Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

LIMITED
PARTNERSHIP

The foregoing instrument was acknowledged before me this 28th
day of May, 1996 by Robert Lee Shapiro, as Vice President of
Concord G.P. Corp., a Florida corporation, general partner of
Concord Shopping Plaza Partner, ~~L.P.~~, a Florida limited
partnership. He is personally known to me or has produced his
Florida Driver's License as identification and did not take an
oath.

Renee Ann Winslow
Notary Public

Print Name:

(Notary Seal)



RENEE ANN WINSLOW

MY COMMISSION # CC 214708 EXPIRES

AUGUST 23, 1998

NOTED THROUGH TAX INSURANCE, INC.

56 MAY 29 PM 4:26

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

AFFIDAVIT OF CAPITAL CONTRIBUTION

STATE OF FLORIDA

COUNTY OF PALM BEACH

LIMITED
PARTNERSHIP

BEFORE ME, the undersigned, personally appeared Robert Shapiro, Vice President of Concord G.P. Corp., the General Partner of Concord Shopping Plaza Partner, a Florida limited partnership, hereinafter referred to as the "Partnership", who upon being duly sworn, certified as follows:

The amount of capital contributions to date of the limited partners is \$3,500,000.00.

The total amount contributed and anticipated to be contributed by the limited partners at this time totals \$3,500,000.00.

FURTHER AFFIANT SAYETH NAUGHT.

Under penalties of perjury I declare that I have read the foregoing and that the facts alleged are true to the best of my knowledge and belief.

CONCORD G.P. CORP.

BY: Robert Lee Shapiro
Vice President

Date: May 28th, 1996

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28th day of May, 1996 by Robert Lee Shapiro, as Vice President of Concord G.P. Corp., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced his Florida Driver's License as identification and did not take an oath.

Renee Ann Winslow
Notary Public

Print Name:

(Notary Seal)

RENEE ANN WINSLOW

MY COMMISSION # CC 214708 EXPIRES

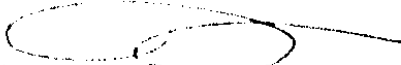
August 23, 1996

BONDED THRU TROY FARM INSURANCE, INC.

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

(LIMITED PARTNERSHIP)

Having been named as registered agent for Concord Shopping Plaza Partner, ~~LLP~~, a Florida limited partnership (the "Partnership") in the foregoing Certificate of Limited Partnership of the Partnership, I hereby agree to accept service of process for said Partnership and to comply with any and all statutes relative to the complete and proper performance of the duties of the registered agent.


ROBERT LEE SHAPIRO, REGISTERED AGENT

FILED
SECRETARY OF STATE
CORPORATIONS
96 MAY 29 PM 4:26