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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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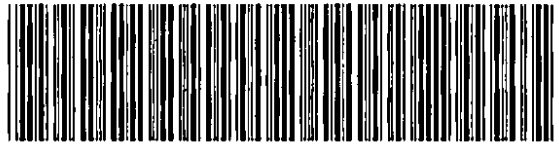
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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FEDERAL BUREAU OF INVESTIGATION

NOV 07 2019

S. YOUNG

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Place Vendome II LTD
Name of Florida Limited Partnership or Limited Liability Limited Partnership

The enclosed Certificate of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Iatana Henao
Contact Person
The Law Office of Iatana Henao PLLC
Firm/Company
3401 W. Cypress St. Suite 201
Address
Tampa, FL 33606
City, State and Zip Code
Steven@Anderson.org
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Iatana Henao at (305) 970 9658
Name of Contact Person Area Code and Daytime Telephone Number

Enclosed is a check for the following amount:

- | | | | |
|--|---|--|---|
| <input checked="" type="checkbox"/> \$52.50 Filing Fee | <input type="checkbox"/> \$61.25 Filing Fee
and Certificate of
Status | <input type="checkbox"/> \$105.00 Filing Fee
and Certified Copy | <input type="checkbox"/> \$113.75 Filing Fee,
Certified Copy, and
Certificate of Status |
|--|---|--|---|

STREET ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:
Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF**

Place Vendôme II, LTD

Insert name currently on file with Florida Department of State

Pursuant to the provisions of section 620.1202, Florida Statutes, this Florida limited partnership or limited liability limited partnership, whose certificate was filed with the Florida Department of State on 9/14/1998, assigned Florida document number A98000001939, adopts the following certificate of amendment to its certificate of limited partnership.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited partnership or limited liability limited partnership here:

New name must be distinguishable and contain an acceptable suffix.

Acceptable Limited Partnership suffixes: Limited Partnership, Limited, L.P., LP, or Ltd

Acceptable Limited Liability Limited Partnership suffixes: Limited Liability Limited Partnership, L.L.L.P. or LLLP

B. If amending mailing address and/or principal office address, enter new mailing address and/or principal office address here:

New Principal Office Address:

(Must be STREET address)

3401 W Cypress St Suite 201

Tampa FL 33607

New Mailing Address:

(May be post office box)

3401 W Cypress St Suite 201

Tampa FL 33607

C. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

Ellen Dangle

New Registered Office Address:

3401 West Cypress St

Enter Florida street address

Tampa

City

Florida

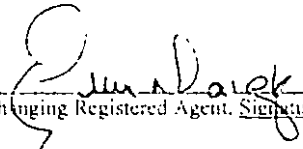
33607

Zip Code

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TAMPA, FLORIDA

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.


If Changing Registered Agent, Signature of New Registered Agent

D. If amending the general partner(s), enter the name and business address of each general partner being added or removed from our records:

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
	Castle One, LTD	11900 Biscayne Blvd, Suite 262 North Miami, FL 33181	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
	Yesterday, Today, Tomorrow Inc.	11900 Biscayne Blvd, Suite 262 North Miami, FL 33181	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
	AxderOct GP, LLC	802 St. Charles Avenue New Orleans, LA 70130	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

E. If the limited partnership or limited liability limited partnership is amending its "limited liability limited partnership" status, enter change here:

- ☐ This Limited Partnership hereby elects to be a "Limited Liability Limited Partnership."
- ☒ This Limited Partnership hereby removes its "Limited Liability Limited Partnership" status.

(NOTE: If adding or removing "limited liability limited partnership" status, all general partners must sign this amendment.)

F. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

Effective date, if other than the date of filing: October 8th 2019

(Effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Signature(s) of a general partner or all general partners*:

(*NOTE: Only one current general partner is required to sign this document unless the limited partnership is adding or removing a "limited liability limited partnership" election statement. Chapter 620, F.S., requires all general partners to sign when adding or removing a "limited liability limited partnership" election statement.)

See Assignment and Assumption attached

Signature(s) of all new or dissociating general partner(s), if any:

Filing Fee: \$52.50
Certified Copy (optional): \$52.50
Certificate of Status (optional): \$8.75

ASSIGNMENT AND ASSUMPTION OF GENERAL PARTNER INTERESTS AND
LIMITED PARTNERSHIP INTEREST AND AMENDMENT TO THE
AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP
OF PLACE VENDOME II, LTD.

THIS ASSIGNMENT AND ASSUMPTION OF GENERAL PARTNER INTERESTS AND LIMITED PARTNER INTEREST AND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP (the "Amendment") is made and entered into as of the 30th day of December, 2014 (the "Effective Date"), by and among Castle One, Ltd., a Florida limited partnership (the "Withdrawing Managing General Partner"). Yesterday, Today, Tomorrow, Inc., a Louisiana corporation (the "Withdrawing General Partner"), Midland Corporate Tax Credit VI Limited Partnership, a Delaware limited partnership (the "Withdrawing Limited Partner"), AnderCof GP, LLC, a Louisiana limited liability company (the "Successor General Partner"), and AnderCof LP, LLC, a Louisiana limited liability company (the "Successor Limited Partner").

WITNESSETH:

WHEREAS, Place Vendome II, Ltd., a Florida limited partnership (the "Partnership"), is presently constituted pursuant to an Amended and Restated Agreement of Limited Partnership dated as of February 1, 2000 (the "Partnership Agreement"), by and among the Withdrawing Managing General Partner, the Withdrawing General Partner, and the Limited Partner; and

WHEREAS, the parties hereto desire to enter into this Amendment to the Partnership Agreement to evidence (i) the withdrawal of the Withdrawing Managing General Partner and the Withdrawing General Partner and the admission of the Successor General Partner as the General Partner of the Partnership and (ii) the withdrawal of the Withdrawing Limited Partner and the admission of the Successor Limited Partner as the Limited Partner of the Partnership.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree to amend the Partnership Agreement as follows:

Partner hereby assumes all of the obligations and liabilities of the General Partner arising under the Partnership Agreement and the Project Documents arising under the Partnership Agreement from and after the Effective Date, and accepts and agrees to be bound to the same extent that the Withdrawing Managing General Partner and the Withdrawing General Partner were bound by the Partnership Agreement and the Project Documents as they relate to the GP Interest.

4. The Limited Partner hereby consents to the withdrawal of the Withdrawing Managing General Partner and of the Withdrawing General Partner from, and the admission of the Successor General Partner to, the Partnership.

5. Effective as of the Effective Date, the Withdrawing Limited Partner hereby assigns, transfers and sets over to the Successor Limited Partner, and the Successor Limited Partner hereby accepts from the Withdrawing Limited Partner, all of the Interest of the Withdrawing Limited Partner in the Partnership (collectively, the "LP Interest"), including, without limitation: (i) all of its interest in the Partnership; (ii) its Capital Contributions to the Partnership; (iii) its rights to allocations of the profits, gain, income, losses, tax credits and all items entering into the computation thereof, and to distributions of cash from the Partnership, however denominated, under the Partnership Agreement with respect to the LP Interest; and (iv) and all rights, claims, and benefits of any kind whatsoever arising from its interest in the Partnership; provided, however, that (i) solely for purposes of allocating the profits, losses and tax credits from operations (collectively, the "Tax Benefits") between the Withdrawing Limited Partner shall receive all Tax Benefits attributable to any day before January 1, 2015, and the Successor Limited Partner shall receive all Tax Benefits attributable to January 1, 2015, and any day thereafter; and (ii) the Successor Limited Partner shall receive all distributions of Cash Flow or proceeds from a Capital Transaction distributed by the Partnership after the Effective Date regardless of whether such distributions are attributable to any period prior or subsequent to the Effective Date.

6. The Withdrawing Limited Partner hereby represents and warrants (i) that there are no fees or payments owing to the Withdrawing Limited Partner or any Affiliate of the Withdrawing Limited Partner arising under the Partnership Agreement or any other agreement affecting the Partnership or its property (including without limitation any supervisory or incentive management fee payable pursuant to the provisions of the Partnership Agreement) and (ii) that it has good and valid title to its interest in the Partnership and that there are no liens, encumbrances or other security interests affecting its interest in the Partnership.

7. Effective as of the Effective Date, the Withdrawing Limited Partner and hereby withdraws from the Partnership and the Successor Limited Partner is hereby admitted to the Partnership as the Limited Partner. In consideration of the assignments effected hereby, the Successor Limited Partner hereby assumes all of the obligations and liabilities of the Limited Partner arising under the Partnership Agreement and the Project Documents arising under the Partnership Agreement from and after the Effective Date, and accepts and agrees to be bound to the same extent that the Withdrawing Partner and

agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment under seal as of the Effective Date.

WITHDRAWING MANAGING
GENERAL PARTNER:

CASTLE ONE, LTD.

By: Castle One Corp., its Managing
General Partner

By: _____
Elliot N. Stone, President

WITHDRAWING GENERAL PARTNER:

YESTERDAY, TODAY, TOMORROW,
INC.

By: Rhon Pappion
Name: Rhon Pappion
Title: President

WITHDRAWING LIMITED PARTNER:

MIDLAND CORPORATE TAX CREDIT
VI, LIMITED PARTNERSHIP

By: Midland Equity VI Limited
Partnership, its general partner

By: MEC Newco, LLC
its general partner

By: _____
Name:
Title:

SUCCESSOR GENERAL PARTNER:

ANDERCOF, GP, LLC

By: Steven Anderson

Name: Steven Anderson

Title: Member

By: _____

Name: Patrick Coffey

Title: Member

SUCCESSOR LIMITED PARTNER

ANDERCOF LP, LLC

By: Steven Anderson

Name: Steven Anderson

Title: Member

By: _____

Name: Patrick Coffey

Title: Member

Effective as of the Effective Date of the Amendment

Exhibit A

PLACE VENDOME II, LTD. LIMITED PARTNERSHIP

SCHEDULE OF PARTNERS

<u>Name and Business Address</u>	<u>Percentage of Partnership Interest for Class</u>
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GENERAL PARTNER:

<u>AnderCof, GP, LLC</u>	100%
<u>802 St. Charles Avenue</u>	
<u>New Orleans, LA 70130</u>	

LIMITED PARTNER:

<u>AnderCof LP, LLC</u>	100%
<u>802 St. Charles Avenue</u>	
<u>New Orleans, LA 70130</u>	