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CORPORATION NAME(S) AND DOCUMENT NUMBER(S) (if known):

The Concord Partners

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DIVISION OF CORPORATION

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AMENDMENTS	
<input checked="" type="checkbox"/>	Amendment
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<input type="checkbox"/>	Change of Registered Agent
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OTHER FILINGS	
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REGISTRATION/QUALIFICATION	
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<input type="checkbox"/>	Other

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FILED  
98 AUG -3 PM 4:19  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Ordered By: Joe 8/14

Date: \_\_\_\_\_

**ARTICLES OF AMENDMENT TO THE  
ARTICLES OF INCORPORATION  
OF THE CONCORDE PARTNERS, INC.**

**FILED**  
98 AUG -3 PM 4: 19  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1003, Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is The Concorde Partners, Inc.
2. Article III of the Articles of Incorporation is hereby amended in its entirety to read as follows:

The Corporation's business and purpose shall consist solely of the following:

(i) To acquire a general partnership interest in and act as the general partner of The Concorde Partners, Ltd. (the "Partnership"), which is engaged solely in the ownership, operation and management of the real estate project known as Concorde I and Concorde II located in Duval County, Florida (the "Property"), pursuant to and in accordance with these Articles of Incorporation and the Agreement of Limited Partnership of the Partnership;

(ii) to engage in such other lawful activities permitted to corporations by the Florida Business Corporation Act as are incidental, necessary or appropriate to the foregoing.

3. A new Article X is hereby added to the Articles of Incorporation as follows:

**ARTICLE X**  
**Limitations**

Notwithstanding any other provision of these Articles and any provision of law that otherwise so empowers the Corporation, the Corporation shall not, without the unanimous consent of the Board of Directors, do any of the following:

- (i) engage in any business or activity other than those set forth in Article III or cause or allow the Partnership to engage in any business or activity other than as set forth in its Limited Partnership Agreement;

- (ii) incur any indebtedness or assume or guaranty any indebtedness of any other entity, other than the first lien mortgage indebtedness incurred in connection with the refinancing of the Property (the "Mortgage") and the normal trade accounts payable in the ordinary course of business;
- (iii) cause the Partnership to incur any indebtedness or to assume or guaranty any indebtedness of any other entity, other than the Mortgage, indebtedness permitted thereunder, and normal trade accounts payable in the ordinary course of business;
- (iv) dissolve or liquidate, in whole or in part;
- (v) cause or consent to the dissolution or liquidation, in whole or in part, of the Partnership;
- (vi) consolidate or merge with or into any other entity or convey or transfer or lease its property and assets substantially as an entirety to any entity;
- (vii) cause the Partnership to consolidate or merge with or into any other entity or to convey or transfer or lease its Property and assets substantially as an entirety to any entity;
- (viii) with respect to the Corporation or the Partnership, institute proceedings to be adjudicated bankruptcy or insolvent, or consent to the institution or bankruptcy or insolvency proceedings against it, or file a petition seeking or consenting 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 Corporation or the Partnership or a substantial part of property of the Corporation or the Partnership, 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 corporate action in furtherance of any such action;

(ix) amend, alter or modify this Article or Articles III or XI of the Articles of Incorporation of the Corporation or approve an amendment of Sections 7.4 and 7.5 of the Partnership Agreement governing the Partnership; or

(x) withdraw as a general partner of the Partnership.

In addition to the foregoing, the Corporation shall not, without the written consent of the holder of the Mortgage so long as it is outstanding, take any action set forth in items (i) through (vii) and items (ix) and (x).

4. A new Article XI is hereby added to the Articles of Incorporation as follows:

ARTICLE XI  
Separateness/Operations Matters

The Corporation shall:

- (a) maintain books and records and bank accounts separate from those of any other person;
- (b) maintain its bank accounts and all its other assets separate from those of any other person or entity;
- (c) hold regular Board of Director and stockholder meetings, as appropriate, to conduct the business of the Board of Director, and observe all other Board of Director formalities;
- (d) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (e) prepare separate tax returns and financial statements, or if part of a consolidated group, then it will be shown as a separate member of such group;
- (f) allocate and charge fairly and reasonably any common employee or overhead shared with affiliates;
- (g) transact all business with affiliates on an arm's-length basis and to enter into transactions with affiliates on a commercially reasonable basis;
- (h) conduct business in its own name, and use separate stationery, invoices and checks;

- (i) not commingle its assets or funds with those of any other person;
- (j) not assume, guarantee or pay the debts or obligations of any other person;
- (k) pay its own liabilities and expenses only out of its own funds;
- (l) pay salaries of its own employees from its own funds;
- (m) maintain sufficient number of employees in light of its contemplated business operations;
- (n) not hold out its credit as being available to satisfy the obligations of any other person or entity;
- (o) not acquire the obligations or securities of its affiliates or owners, including partners, members or shareholders, as appropriate;
- (p) not make loans to any other person or entity or buy or hold evidence of indebtedness issued by any other person or entity (other than cash and investment grade securities);
- (q) not pledge its assets for the benefit of any other person or entity other than the holder of the Mortgage;
- (r) correct any known misunderstanding regarding its separate entity;
- (s) not identify itself as a division of any other person or entity; and
- (t) maintain adequate capital in light of its contemplated business operations.

5. The above amendment to the Articles of Incorporation was adopted by unanimous consent of all of the directors and shareholders of the Corporation on July 10, 1998.

THE CONCORDE PARTNERS, INC.

By: 

John D. Rood  
President

STATE OF FLORIDA )  
                              ) SS  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 14<sup>th</sup>  
day of July, 1998, by John D. Rood, the President of The Concorde  
Partners, Inc., a Florida corporation, on behalf of the  
corporation. He is personally known to me or has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

Frank E. Miller  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC, State of Florida  
at Large.  
Commission No. \_\_\_\_\_

My Commission Expires:



FRANK E. MILLER  
MY COMMISSION # CC384438 EXPIRES  
August 4, 1998  
BONDED THRU TROY FAIR INSURANCE, INC.