

PD100000008090

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP    WAIT    MAIL

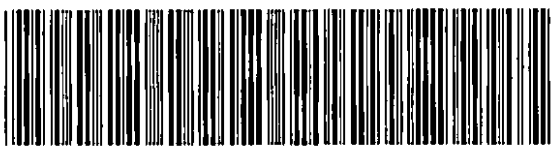
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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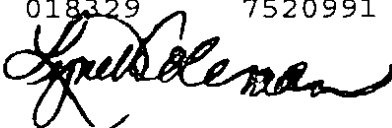
FILED  
18 JAN 12 AM 9:56

RECEIVED  
2018 JAN 12 PM 4:33  
STATE  
TALLAHASSEE FLORIDA

*Amel*

R. WHITE  
JAN 17 2018

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195  
REFERENCE : 018329 7520991  
AUTHORIZATION :   
COST LIMIT : \$ 35.00

ORDER DATE : January 12, 2018  
ORDER TIME : 3:47 PM  
ORDER NO. : 018329-005  
CUSTOMER NO: 7520991

DOMESTIC AMENDMENT FILING

NAME: ADDISON PARK APARTMENTS, INC.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT  
       RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

       CERTIFIED COPY  
XX PLAIN STAMPED COPY  
       CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Roxanne Turner -- EXT#

EXAMINER'S INITIALS: \_\_\_\_\_

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: ADDISON PARK APARTMENTS, INC.

DOCUMENT NUMBER: P01000008090

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

CONNELL WATTERS  
Name of Contact Person  
SENTINEL REAL ESTATE CORPORATION  
Firm/ Company  
1251 AVENUE OF THE AMERICAS, 35TH FLOOR  
Address  
NEW YORK, NY 10020  
City/ State and Zip Code

WATTERS@SENTINELCORP.COM  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

CONNELL WATTERS at ( 212 ) 408-2939  
Name of Contact Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee & Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed) | <input type="checkbox"/> \$52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed) |
|--|---|--|--|

**Mailing Address**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Articles of Amendment  
to  
Articles of Incorporation  
of

FILED

18 JAN 12 AM 9:53

ADDISON PARK APARTMENTS, INC.

(Name of Corporation as currently filed with the Florida Dept. of State)

P01000008090

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

**A. If amending name, enter the new name of the corporation:**

NOT APPLICABLE

*The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."*

NOT APPLICABLE

**B. Enter new principal office address, if applicable:**  
*(Principal office address MUST BE A STREET ADDRESS)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. Enter new mailing address, if applicable:**  
*(Mailing address MAY BE A POST OFFICE BOX)*

NOT APPLICABLE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

*Name of New Registered Agent* NOT APPLICABLE \_\_\_\_\_

*(Florida street address)*

*New Registered Office Address:* \_\_\_\_\_, Florida \_\_\_\_\_  
*(City) (Zip Code)*

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

*I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.*

\_\_\_\_\_  
*Signature of New Registered Agent, if changing*

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

**Example:**

Change                    PT     John Doe

Remove                    V     Mike Jones

Add                         SV     Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change	_____	NOT APPLICABLE	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____

E. If amending or adding additional Articles, enter change(s) here:  
*(Attach additional sheets, if necessary). (Be specific)*

SEE ATTACHMENT

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F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:  
*(if not applicable, indicate N/A)*

NOT APPLICABLE

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The date of each amendment(s) adoption: \_\_\_\_\_, if other than the date this document was signed.

Effective date if applicable: \_\_\_\_\_  
(no more than 90 days after amendment file date)

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.

Adoption of Amendment(s) (CHECK ONE)

The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

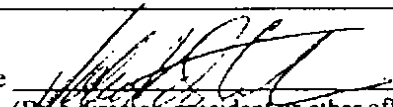
"The number of votes cast for the amendment(s) was/were sufficient for approval

by \_\_\_\_\_."  
(voting group)

The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

JANUARY 12, 2018  
Dated \_\_\_\_\_

Signature  \_\_\_\_\_  
(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

JOHN H. STREICKER  
\_\_\_\_\_  
(Typed or printed name of person signing)

SOLE SHAREHOLDER  
\_\_\_\_\_  
(Title of person signing)

The Articles of Incorporation of ADDISON PARK APARTMENTS, INC. (the "**Corporation**") are hereby amended to add the following Articles SIXTH, SEVENTH and EIGHTH:

SIXTH: At all times since the formation of the Corporation and at all times thereafter, the Corporation:

(i) was and will be organized solely for the purpose of owning a 0.5% or greater direct equity ownership interest in Addison Park Limited Partnership, a Florida limited partnership (the "**Borrower**"), which is obtaining a mortgage loan (the "**Loan**") from Capital One, National Association (together with its successors and/or assigns, the "**Lender**"), to be secured by Addison Park Apartments located in Tampa, Florida (the "**Property**"), which Loan is being made pursuant to that certain Loan Agreement by and between Borrower and Lender (as amended or modified from time to time, the "**Loan Agreement**");

(ii) has not engaged and will not engage in any business unrelated to its ownership of a 0.5% or greater direct equity ownership interest in Borrower;

(iii) has not had and will not have any assets other than those related to the Borrower;

(iv) has not engaged, sought or consented to and will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale, transfer of partnership or membership interests or the like, or amendment of its articles of incorporation;

(v) has remained and will remain solvent and has maintained and will maintain adequate capital in light of its contemplated business operations (to the extent there exists sufficient cash flow available from the Borrower to do so and provided that the foregoing shall not require (a) any shareholder to make any capital contributions to Borrower, or (b) any shareholder to make any capital contributions to the Corporation);

(vi) has not failed and will not fail to correct any known misunderstanding regarding the separate identity of such entity;

(vii) has maintained and will maintain its accounts, books and records separate from any other Person and will file its own tax returns (except to the extent that it (a) is treated as a "disregarded entity" for Federal or state tax purposes or (b) is required to file consolidated tax returns under applicable legal requirements);

(viii) has maintained and will maintain its books, records, resolutions and agreements as official records;

(ix) has not commingled and will not commingle its funds or assets with those of any other Person;

(x) has held and will hold its assets in its own name;

(xi) has conducted and will conduct its business in its name only, and has not and will not use any trade name;



(xii) has maintained and will maintain its financial statements, accounting records and other entity documents separate from any other Person;

(xiii) has paid and will pay its own liabilities, including the salaries of its own employees, out of its own funds and assets;

(xiv) has observed and will observe all partnership, corporate or limited liability company formalities, as applicable;

(xv) has maintained and will maintain an arm's-length relationship with its Affiliates;

(xvi) has and will have no indebtedness other than the Permitted Indebtedness;

(xvii) has not and will not assume or guarantee or become obligated for the debts of any other Person or hold out its credit as being available to satisfy the obligations of any other Person except in respect to its obligations toward the Borrower;

(xviii) has not and will not acquire obligations or securities of its partners, members or shareholders;

(xix) has allocated and will allocate fairly and reasonably shared expenses, including shared office space, and uses separate stationery, invoices and checks;

(xx) except in connection with the Loan, has not pledged and will not pledge its assets for the benefit of any other Person;

(xxi) has held itself out and identified itself and will hold itself out and identify itself as a separate and distinct entity under its own name and not as a division or part of any other entity;

(xxii) has maintained and 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 other Person;

(xxiii) has not made and will not make loans to any Person;

(xxiv) has not identified and will not identify its shareholders, or any Affiliate of any of its shareholders, as a division or part of it;

(xxv) has not entered into or been a party to, and will not enter into or be a party to, any transaction with its shareholders or Affiliates except in the ordinary course of its business and on terms which are intrinsically fair and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party; and

(xxvi) will consider the interests of its creditors in connection with all corporate actions.

SEVENTH: The Corporation will not enter into, petition for, or consent or acquiesce to any Bankruptcy Proceeding with respect to the Corporation or Borrower without the prior unanimous written consent of the directors of the Corporation.

EIGHTH: So long as all or any portion of the Debt remains outstanding, the Corporation will not amend, modify, supplement or otherwise change these Articles of Incorporation without the prior written consent of Lender.

As used in this amendment to Articles of Incorporation, the following terms have the meanings set forth below:

(a) The word "**Affiliate**" or "**Affiliates**" shall mean as to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such Person or is a director or officer of such Person or of an Affiliate of such Person.

(b) The word "**Person**" shall mean any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other person or entity, and any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

(c) The word "**Control**" shall mean with respect to any Person, either (x) ownership directly or indirectly of more than 50% of all equity interests in such Person or (y) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, by contract or otherwise. For purposes of this Amendment, "**Controlled**" shall have the meaning correlative thereto.

(d) The phrase "**Bankruptcy Proceeding**" shall mean the filing of a petition by a Person under any state or federal bankruptcy or insolvency law or the liquidation of all or a major portion of its property.

(e) The word "**Debt**" shall mean the unpaid Principal, all interest accrued and unpaid thereon, and all due and unpaid fees and other sums due to Lender with respect to the Loan or under any Loan Document, and any and all obligations of Borrower and/or its Affiliates pursuant to any Secured Swap Agreement.

(f) The word "**Principal**" shall mean all or a portion of \$28,500,000.00.

(g) The phrase "**Secured Swap Agreement**" shall mean a swap agreement with Lender or its Affiliate.

(h) The phrase "**Permitted Indebtedness**" shall mean (x) Debt and (y) unsecured trade payables incurred and paid in the ordinary course of business relating to the ownership and operation of the Property which (i) are not evidenced by a note, (ii) do not exceed, at any time, a maximum aggregate amount of five percent (5%) of the original amount of the Principal and (iii) are paid within ninety (90) days of the date incurred.