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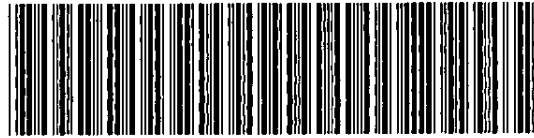
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CAPITAL CONNECTION, INC.

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Brookside Square LTD

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____ L.C. File _____
____ Fictitious Name File _____
____ Trade/Service Mark _____
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____ RA Resignation _____
____ Dissolution / Withdrawal _____
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**SIXTH AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP FOR
BROOKSIDE SQUARE, LTD.**

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The undersigned makes this Certificate this December 19, 2011, for the purpose of amending the Certificate of Limited Partnership, the original of which was filed on September 24, 1970, as amended via filing on January 4, 1972, December 29, 1975, April 25, 1995 and January 1, 2000 (collectively called the "Certificate") for the formation of a Florida limited partnership known as Brookside Square, Ltd. (the "Partnership"), all pursuant to the laws of the State of Florida.

1. The name of the limited partnership is Brookside Square, Ltd.
2. Article III of the Certificate of Limited Partnership is amended to read as follows:

The location of its principal place of business is:

5300 W. Cypress Street, Suite 200
Tampa, Florida 33607

3. Article IV of the Certificate of Limited Partnership is amended to read as follows:

The name and place of residence of each member is:

Brookside Square General Partner, Inc., General Partner
5300 W. Cypress Street, Suite 200
Tampa, Florida 33607

Harry R. Chadwick, Limited Partner
3910 Gulf Blvd. Unit 400
St. Pete Beach, Florida 33706

Charles Willis, Limited Partner
1034 West Forest Hills Blvd.
Durham, NC 27707

Gail Willis Cannon, Limited Partner
Post Office Box 231
Marshallburg, NC 28553

Faye B. Norton, Trustee of
Faye B. Norton Family Trust, Limited Partner
dtd 10/15/97, as amended
01/08/99, as amended
05/04/2000, as amended
02/15/2010, as amended
09/21/2010, Limited Partner
18310 Sunset Boulevard
Redington Shores, FL 33708

4. Article V of the Certificate of Limited Partnership is amended to read as follows:

The term of the partnership shall begin upon the date of recording of a Certificate of Limited Partnership in the office of the Secretary of State of Florida, and shall continue until the 31st day of December, 2056.

5. Article XV is added to the Certificate of Limited Partnership as follow:

Article XV: HUD Requirements

So long as the Secretary of the Department of Housing and Urban Development (Secretary), acting by and through the Federal Housing Commissioner (HUD or "FHA"), or the Secretary's successors or assigns is the insurer or holder of the note secured by the Mortgage on Brookside Square Apartments, FHA Project No. 067-11152 in St. Petersburg, Pinellas County, Florida (the Project), the following provisions shall apply:

- a) If any of the provisions of the organizational documents conflict with the terms of the note, mortgage, deed of trust or security deeds; security agreement or HUD Regulatory Agreement (HUD Loan Documents), the provisions of the HUD Loan Documents will control.
- b) No provision required by HUD to be inserted into the organizational documents may be amended without prior HUD approval, so long as HUD is the insurer or holder of the note.
- c) No provision in the organizational documents that results in any of the following will have any force or effect without the prior written consent of HUD:
 - (i) Any amendment that modifies the term of the Mortgagor entity;
 - (ii) Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional member;

- (iii) Any amendment that in any way affects the note, mortgage or security agreement on the Project or the Regulatory Agreement between HUD and the Mortgagor entity;
- (iv) Any amendment that would authorize any member other than Manager/General Partner or pre-approved Successor Manager/General Partner to bind the Mortgagor entity for all matters concerning the Project which require HUD's consent or approval;
- (v) A change in the Manager/General Partner or pre-approved Successor Manager of the Mortgagor entity; or
- (vi) Any change in a guarantor of any obligation to the Secretary;

d) The Mortgagor entity is authorized to execute a note, mortgage, deed of trust or security deed and security instrument in order to secure a loan to be insured by Secretary and to execute the Regulatory Agreement and any other documents required by the Secretary in connection with the HUD-insured loan. The general partner, or agent duly appointed by the general partner is authorized to execute any and all of such documents for the Limited Partnership.

e) Any incoming Member/Partner/Owner must, as a condition of receiving a partnership interest in the Company, agree to be bound by the note, mortgage, deed of trust or security deed and security instrument, the Regulatory Agreement and any other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other members in the class of such incoming partners.

f) Notwithstanding any other provisions, upon a dissolution, no title or right of possession or control of the Project and no right to collect rents from the Project shall pass to any person who is not bound by the Regulatory Agreement in any manner satisfactory to the Secretary.

g) The members, partners, officers and directors and any assignee of a member/partner are liable in their individual capacities to HUD for:

- (i) For funds or property of the Project coming into their hands, which by the provisions of the Regulatory Agreement, they are not entitled to retain;
- (ii) For their own acts and deeds or acts and deeds of others which they have authorized in violation of the provisions of the Regulatory Agreement;
- (iii) For the acts and deeds of affiliates as defined in the Regulatory Agreement, which the project has authorized in violation of the provisions of the Regulatory Agreement; and
- (iv) As otherwise provided by law.

h) The Company shall not voluntarily be dissolved or converted to another type of entity without the prior written approval of HUD.

i) The Company has designated James M. Chadwick as its official representative for all matters concerning the project which require HUD consent or approval. The signature of this person will bind the company in all such matters. The Company may from time to time appoint a new representative to perform this function, but within three (3) business days of doing so, will provide HUD with written notification of the name, address, and telephone number of its new representative. When a person other than the person identified above as full, or partial authority of management of the Project, the Company will promptly provide HUD with the name of that person and the nature of that person's management authority.

j) The Limited Partnership is a sole-asset entity and the purpose of said Limited Partnership is to mortgage, operate and lease the Project. Said term of the Limited Partnership is perpetual or shall exist for ten (10) years past the maturity date of any loan from Secretary of the Department of Housing and Urban Development (Secretary), acting by and through the Federal Housing Commissioner (HUD or "FHA"), or the Secretary's successors or assigns.

k) Distributions must be from surplus cash and may only be distributed annually or semi-annually, unless otherwise approved by HUD.

Except as modified by this Sixth Amendment to the Certificate of Limited Partnership of Brookside Square, Ltd., any and all other terms and conditions shall remain the same and in full force and effect.

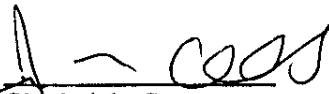
COUNTERPARTS: This agreement may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal on the date first above written.

CORPORATE SEAL

Brookside Square General Partner, Inc.
a Florida Corporation,
General Partner

By: 
Harry R. Chadwick, Jr., President

Attest by: 
James M. Chadwick, Secretary