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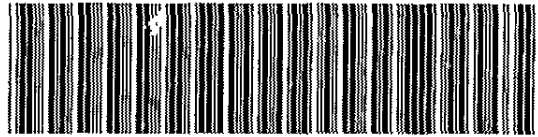
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LANGDALE VALLOTTON, LLP
ATTORNEYS AT LAW
A LIMITED LIABILITY PARTNERSHIP
1007 NORTH PATTERSON STREET
P. O. BOX 1547
VALDOSTA, GEORGIA 31603

WILLIAM P. LANGDALE, JR.
WILLIAM P. LANGDALE, III
PAUL J. ALVARADO
ROBERT A. PLUMS, JR.**
J. DANIEL SCHERT
CHRISTOPHER D. HALL
WILLIAM C. NIJEM, JR.
CHRISTINA L. FOLSOM

TELEPHONE (229) 244-5400

FACSIMILE (229) 244-0453

JOSEPH E. VALLOTTON
(1945-2006)

July 18, 2006

IN REPLY PLEASE
REFER TO FILE

05387/DS

OF COUNSEL
E. CAMERON HICKMAN
JOHN P. SINNOTT***

*GA & FL
**GA, ND, FL & DC
***GA, NY, NJ & OH

Florida Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

VIA UPS

RE: Brooksville RRH, Ltd.

Dear Sir/Madame:

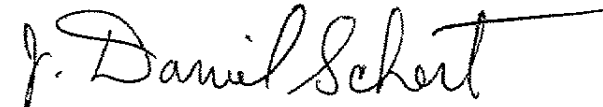
ENCLOSURES:

1. 2006 Amendment to Amended and Restated Certificate and Limited Partnership Agreement of Brooksville RRH, Ltd.
2. Check in the amount of \$52.50.
3. Return UPS envelope.

After filing the enclosed Amendment, please return the same in the envelope provided. If you have any questions, please contact my office.

Sincerely,

LANGDALE VALLOTTON, LLP



J. Daniel Schert

JDS/slr

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TREASURY
TALLAHASSEE, FLORIDA

2006 AMENDMENT TO AMENDED AND RESTATED
CERTIFICATE AND LIMITED PARTNERSHIP AGREEMENT
OF
BROOKSVILLE RRH, LTD.

This 2006 Amendment (this "Amendment") to the Amended and Restated Certificate and Limited Partnership Agreement of Brooksville RRH, Ltd., a Florida limited partnership (the "Partnership") dated as of November 1, 1979, as amended by that certain First Amendment to Amended and Restated Certificate and Limited Partnership Agreement filed with the Secretary of State of the State of Florida on February 5, 1982 (as it may have been further amended from time to time, the "Partnership Agreement") is made as of this 31st day of December, 2005 (the "effective date") by and among JVD INVESTMENTS INC. ("JVD" or the "New General Partner"); the undersigned Class A Limited Partners (the "Class A Limited Partners"); C & M Investment Company, a Massachusetts corporation (the "Class B Limited Partners"); and Boston Capital Partners (f/k/a Greater Boston Development, Inc.) (the "Special Limited Partner"; collectively, with the Class A Limited Partners and the Class B Limited Partners, the "Limited Partners") and Talia Enterprises, Inc., a Florida corporation ("Talia" or the "Withdrawing General Partner"; the New General Partner, the Withdrawing General Partner and the Limited Partners are collectively referred to as the "Partners"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Partnership Agreement.

WITNESSETH:

WHEREAS, the Withdrawing General Partner and the New General Partner have agreed to sell and purchase the Withdrawing General Partner's Interest (the "GP Interest");

WHEREAS, the undersigned desire to amend the Partnership Agreement to: (i) acknowledge the withdrawal of Talia as the General Partner of the Partnership and the transfer of the GP Interest to the New General Partner, (ii) admit the New General Partner as the General Partner of the Partnership, and (iii) modify certain other provisions of the Partnership Agreement; and

WHEREAS, pursuant to Section 13.3 of the Partnership Agreement, the Consent of the Limited Partners to admit the New General Partner has been obtained.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment; No Dissolution. The Partners hereby amend the Partnership Agreement for the purpose of admitting the New General Partner as General Partner of the Partnership and acknowledging the withdrawal of Talia as General Partner, effective as of the Effective Date. No dissolution (which leads to termination) of the Partnership shall be effected by the admission and withdrawal of Partners as set forth in this

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Amendment. The Partnership shall continue its business uninterrupted in accordance with this Amendment. The revised capital contributions of the Partners are set forth in the amended Schedule A attached hereto.

2. Partnership Interest. Schedule A of the Partnership Agreement is hereby deleted in its entirety and replaced with the Schedule A attached hereto.

3. Name and Office. The second sentence of Section 2.2 of the Partnership Agreement is hereby deleted and the following is substituted in its place:

"The principal office of the Partnership shall be:

JVD INVESTMENTS INC.
c/o Southland Property Management
308 East Ann Street
Valdosta, GA 31601

F0500004521

4. Admission of the New General Partner and Withdrawal of General Partner. The New General Partner is hereby admitted as General Partner of the Partnership and is vested with all rights and benefits of a General Partner in the Partnership, including, without limitation, a General Partner's capital and profits interest in the Partnership from and after the Effective Date. The New General Partner hereby consents to be bound by all terms and provisions of the Project Documents, the Partnership Agreement, and this Amendment. The name and address of the New General Partner is as set forth on Schedule A. The Partners hereby acknowledge and consent to: (a) the transfer by Talia of the GP Interest to the New General Partner, (b) the withdrawal of Talia as the General Partner of the Partnership and (c) the admission of JVD as General Partner of the Partnership. As of the Effective Date, all profits, losses, credits and cash distributions shall be allocated to the respective Partners as set forth in the Partnership Agreement, as amended by this Amendment.

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JULIA A. BROWN

5. ASSUMPTION OF LIABILITY. THE NEW GENERAL PARTNER, EXPRESSLY ASSUMES, AS OF THE EFFECTIVE DATE, ALL OF THE OBLIGATIONS AND LIABILITIES INCURRED BY THE WITHDRAWING GENERAL PARTNER AS GENERAL PARTNER.

6. Sale of the Property or Interests in the Partnership. The following is inserted into Article III of the Partnership Agreement as Paragraph D:

"(i) Obligation To Deliver Offers to Limited Partners.

Within five (5) business days after its receipt of any offer to purchase the Property or acquire an Interest (other than a General Partner Interest) in the Partnership (a "Purchase Offer"), the General Partner shall send a copy of such offer (or a written description of any such oral offer) to the Limited Partners. The Limited Partners, in their sole discretion, shall have the right to approve or disapprove any Purchase Offer and, if

applicable, any definitive transfer agreement (e.g., a purchase and sale agreement). If the Limited Partners approve a Purchase Offer, the General Partner shall make its best efforts to sell the Property (or transfer such Interest(s), as the case may be) in accordance with the terms of the Purchase Offer and definitive transfer agreements, and any material variation therefrom shall require the additional advance written consent of the Limited Partners. In connection with any proposed sale, transfer, or other disposition of the Property or any Interest (other than a General Partner Interest) in the Partnership, the Limited Partners (or their designee) shall have the right, but not the obligation to: (i) review and approve copies of all documents related to the proposed sale, transfer or other disposition; (ii) participate in the negotiations of the terms and conditions of the proposed sale, transfer or other disposition; (iii) meet with any proposed purchaser; (iv) solicit proposals for alternative offers for the Property and/or such Interest(s), as the case may be; and (v) provide such other services in connection with the proposed transfer as it deems to be appropriate.

(ii) **Obligation to Cooperate with Limited Partners.**

If any of the Limited Partners contact or are contacted by a third party interested in purchasing the Property and/or acquiring an Interest (other than a General Partner Interest) in the Partnership (a "Proposed Purchaser"), the General Partner agrees to cooperate with the Limited Partner(s), the Proposed Purchaser and their designees in all respects necessary to procure an offer and definitive transfer agreement to purchase the Property, and/or an Interest (other than a General Partner Interest) in the Partnership, from the Proposed Purchaser (including but not limited to, granting the Proposed Purchaser access to the Property and the books and records of the Partnership). If the Proposed Purchaser offers to purchase the Property (or an Interest, other than a General Partner Interest) on terms and conditions acceptable to the Limited Partner(s), then the General Partner shall sell the Property (or such Interest, as the case may be) in accordance with the terms of such offer.

(iii) **Limited Partner Right to Sell Limited Partner Interest.**

Each Limited Partner shall have the right, exercisable by written notice to the General Partner, to sell its Interest at any time on the terms and conditions set forth in this Paragraph D. Such written notice shall be without condition or qualification, subject only to the determination of the purchase price. The sale price for the applicable Interest shall be equal to the cash that the Limited Partner would have received pursuant to Section 10.2(b) of the Partnership Agreement if the Property were sold to a third party at "Fair Market Value" at the time of the sale, or at a price that is mutually agreeable by all parties." For purposes of this paragraph, "Fair Market Value" shall be determined in the following manner: the General Partner shall engage an MAI-designated appraisal who is familiar with the local market where the Property is located, to appraise the value of the Property (such appraisal being referred to as the "First Appraisal") and such appraisal being referred to as the "First Appraisal"). The value of the applicable Interest shall then be determined by assuming that the Property is sold for the appraised value, as herein determined, and the proceeds from such sale is distributed to the Limited Partner pursuant

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to the terms of the Partnership Agreement. The General Partner shall provide a copy of the First Appraisal to the Limited Partner. The Limited Partner shall have the right, exercisable by written notice to the General Partner within five (5) days of its receipt of the First Appraisal, to engage a Second Appraisal (as hereinafter defined). If the Limited Partner fails to exercise the aforementioned right, such right shall be forfeited and the fair market value of the applicable Interest as determined by the First Appraisal shall be deemed final. If the Limited Partner properly exercises its right to obtain a Second Appraisal, the Limited Partner shall, within fifteen (15) days of its receipt of the First Appraisal, engage an MAI-designated appraisal who is familiar with the local market where the Property is located (the "Second Appraisal") to appraise in writing the fair market value of the Property (the "Second Appraisal"). If one appraisal is higher than the other, and the collective fair market value of the applicable Interest in the higher appraisal does not exceed the collective fair market value of the applicable Interest in the lower appraisal by more than ten percent (10%), then the two values will be averaged and such average value will be deemed to be final. Conversely, if one appraisal is higher than the other, but the fair market value of the applicable Interest in the higher appraisal exceeds the collective fair market value of the applicable Interest in the lower appraisal by more than ten percent (10%), then the First Appraisal and the Second Appraisal shall select a third MAI-designated appraisal who is familiar with the local market where the Property is located (the "Third Appraisal") to appraise in writing the fair market value of the Property (the "Third Appraisal") and the Third Appraisal shall be deemed to be final. The cost of the First Appraisal shall be paid by the General Partner, the Second Appraisal paid by the Limited Partner and/or the Third Appraisal shall be paid equally by the General Partner and the Limited Partner.

(iv) Inclusion Within General Fiduciary Obligations.

The failure of the General Partner to satisfy the foregoing obligations applicable to the General Partner shall also constitute a breach under Section 4.6 of the Agreement and shall constitute grounds for the removal of the General Partner."

7. Acknowledgement of Withdrawing General Partner. The Withdrawing General Partner acknowledges that it has no interest in, or rights or claims against, the Partnership in its capacity as a General Partner or otherwise, and hereby releases any claims it may have against the Partnership.

8. Future Cooperation. Upon the execution of this Amendment, the Withdrawing General Partner and the New General Partner shall take all actions necessary under the Act in connection with this amendment, including any filings with the filing office, which they deem necessary or appropriate in connection herewith.

9. Books and Records. Simultaneously with the execution of this Amendment, the Withdrawing General Partner shall deliver to the New General Partner or its designee all non-proprietary books, records, personal property and the like relating to the Partnership and/or the Property. In addition, after the date hereof, the Withdrawing General Partner agrees to provide to the New General Partner or its designee, promptly

upon demand, copies of any other non-proprietary documents or items relating to the Partnership or the Property as the New General Partner shall reasonably request from time to time.

10. Representation and Warranties.

(a) The Withdrawing General Partner represents and warrants that: (i) it has good and marketable title to the GP Interest; (ii) there are no liens, charges, security interests or encumbrances of any nature whatsoever affecting any portion of the General Partner Interest and (iii) the Withdrawing General Partner does not have any interest in the Partnership that is not included in the GP Interest. These representations and warranties shall survive the assignment of the GP Interest by the Withdrawing General Partner to the New General Partner and the withdrawal of the Withdrawing General Partner as General Partner of the Partnership.

(b) The New General Partner represents and warrants that it has obtained from any regulatory agencies having jurisdiction over the Property and from each holder of a lien on the title to the Property, their respective consents to the withdrawal of the Withdrawing General Partner as General Partner of the Partnership and admission of the New General Partner as the General Partner of the Partnership. The New General Partner shall indemnify and hold the Limited Partner harmless from and against any and all costs, expenses, claims, losses or damages, including reasonable attorneys' fees and consultants' fees, resulting from the failure or alleged failure by the New General Partner to have obtained such consent. This representation, warranty, and indemnification shall survive the assignment of the GP Interest by the Withdrawing General Partner to the New General Partner and the withdrawal of the Withdrawing General Partner as General Partner of the Partnership.

11. Execution in Counterpart. This Amendment may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto. Any counterpart of this Amendment that has attached to it separate signature pages that together contain the signatures of all parties hereto or is executed by an attorney-in-fact on behalf of some or all the parties hereto, shall for all purposes be deemed a fully executed instrument and shall become effective and binding as of the Effective Date.

12. Partnership Agreement in Effect. Except as amended hereby, the Partnership Agreement is hereby ratified and confirmed.

[SIGNATURES FOLLOW]

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

NEW GENERAL PARTNER

IJD INVESTMENTS INC

By: 

Name:

Title:

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TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

WITHDRAWING GENERAL PARTNER

TALIA ENTERPRISES, INC.

By: 

Name: John M. Curtis

Title: Secretary/Treasurer, Talia Enterprises, Inc.
The General Partner, Brooksville RRH, Ltd.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

CLASS B LIMITED PARTNER:

C & M INVESTMENT COMPANY

By: GBD Investment Associates, its General Partner

By: 

John P. Manning, General Partner

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

SPECIAL LIMITED PARTNER:

BOSTON CAPITAL PARTNERS, INC. (f/k/a Greater
Boston Development, Inc.)

By: 

Jeffrey H. Goldstein,
Executive Vice President

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Schedule A

As of _____, 2005

<u>General Partner</u>	<u>Capital Contributions</u>
JVD Investments Inc. c/o Southland Property Management 308 East Ann Street Valdosta, GA 39601	\$77,900.00
<u>Special Limited Partner</u>	
Boston Capital Partners, Inc. (f/k/a Greater Boston Development, Inc.) One Boston Place Boston, Massachusetts 02108	\$ 4,375.00
<u>Class B Limited Partner</u>	
C & M Investment Company c/o Boston Capital Partners, Inc. One Boston Place Boston, Massachusetts 02108	\$ 39,375.00
<u>Class A Limited Partners</u>	
Ramon Aizpurua 18312 N. Mission Hills Avenue Baton Rouge, LA 70810	\$ 43,750.00
Steven G. Clayman 197 Commonwealth Avenue Boston, MA 02116	\$ 10,937.50
John M. & Carol Gutenkunst, Trustees of the Gutenkunst Family Trust 2471 S. Avenida Lorma Linda Green Valley, AZ 85614	\$ 21,875.00
Moseley Hallgarten Estabrook	\$218,750.00

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& Weeden, Inc. c/o Boston Capital One Boston Place, Suite 2100 Boston, MA 02108-4406	
Joseph V. Pagliaruolo 20 Crown Hill Road Atkinson, NH 03811	\$ 10,937.50
Ben Pansky 2809 Manchester Toledo, OH 43606-2827	\$ 21,875.00
Joseph M. Paresky and Susan Paresky JTWS 282 Beacon Street Boston, MA 02116-1152	\$ 43,750.00
William F. Perkins 5240 Windridge Drive Indianapolis, IN 46226-1448	\$ 43,750.00
James V. Raia 1514 Southview Prescott, AZ 86305	\$ 43,750.00
Michael Salke and Joan Salke JTWS 8477 Bay Colony Drive Apartment 801 Naples, FL 34108	\$ 43,750.00
Andrew J. Samuto 217 Oak Leaf Drive Mars, PA 16046	\$ 21,875.00
John Archibald Stevenson, Sr., Trustee Self-Dec DTD 7-10-89 338 E. Center Avenue Lake Bluff, IL 60044	\$ 21,875.00
Mary Ann Thomas, Trustee of the Mary Ann Thomas Declaration of Trust DTD 3/16/92 1123 Thunderbird Lane Naperville, IL 60563	\$ 21,875.00

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