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LP/LLP AMENDMENT/RESTATEMENT/CORRECTION

RIDGEDALE APARTMENTS, LTD.

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EXAMINER

SIXTH AMENDMENT TO THIRD AMENDED AND RESTATED
CERTIFICATE AND LIMITED PARTNERSHIP AGREEMENT
OF
RIDGEDALE APARTMENTS, LTD.

This Sixth Amendment to Third Amended and Restated Certificate and Limited Partnership Agreement of Ridgedale Apartments, Ltd., a Florida limited partnership (this "Amendment") is made this 24th day of April, 2004 (the "Effective Date"), by and among Brookville Associates, Inc., an Ohio corporation (the "New General Partner"), as the substitute General Partner; Florida Estates Limited Partnership, a Massachusetts limited partnership (the "Existing Limited Partner"), as the existing and continuing Limited Partner; Ronald E. Roark (the "New Limited Partner"), as an additional Limited Partner; and Ronald E. Roark ("Roark"), R. Patrick Handley ("Handley"), and Brookville Associates, Inc., an Ohio corporation ("Brookville") as successor by merger to Morrow, Incorporated, a Florida corporation ("Morrow"), in its capacity as a withdrawing general partner (Roark, Handley, and Brookville are collectively referred to as the "Withdrawing General Partners"), as the withdrawing General Partners (the New General Partner, the Existing Limited Partner, the New Limited Partner, and the Withdrawing General Partners are collectively referred to as the "Partners").

Reference is made to that certain Third Amended and Restated Certificate and Limited Partnership Agreement of Ridgedale Apartments, Ltd., a Florida limited partnership (the "Partnership") dated as of March 1, 1983, by and among Morrow and Roark, as the General Partners, the Existing Limited Partner as the Limited Partner, and Linda Cargill as the Class B Limited Partner, as amended by that certain Fourth Amendment to Certificate of Limited Partnership dated as of August 1, 1983 reflecting the transfer of Linda Cargill's entire interest in the Partnership to The Bankhouse [Investment Holdings] Limited Partnership, as amended by that certain Fifth Amendment to Amended and Restated Certificate and Limited Partnership Agreement dated as of February 15, 1986 reflecting the admission of Handley as a General Partner (as so amended, the "Partnership Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Partnership Agreement.

W I T N E S S E T H:

WHEREAS, coincident with the execution hereof, the New General Partner has purchased one hundred percent (100%) of the Withdrawing General Partners' interests in the Partnership (the "General Partner Interest");

WHEREAS, coincident with the execution hereof, Roark, Handley, and Brookville shall withdraw as General Partners of the Partnership and the New General Partner shall be admitted as the General Partner of the Partnership;

WHEREAS, coincident with the execution hereof, the New Limited Partner has made a Capital Contribution to the Partnership in the amount of _____ DOLLARS (\$ _____; the "New Limited Partner Capital Contribution");

WHEREAS, coincident with the execution hereof, the New Limited Partner shall be admitted as a Limited Partner of the Partnership;

WHEREAS, in consideration of the New Limited Partner Capital Contribution, the New Limited Partner shall be entitled to ninety-five percent (95%) of the share of profits, losses, tax credits, Cash Flow, and distributions of other than Cash Flow allocable to the limited partners as a class, and the interest of the Existing Limited Partner shall be diluted accordingly; and

WHEREAS, the Partners desire to execute this Amendment to evidence the admission of the New General Partner as the General Partner of the Partnership, the withdrawal of Roark, Handley, and Brookville as General Partners of the Partnership, and the admission of the New Limited Partner as a Limited Partner of the Partnership.

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, acknowledging the withdrawal of Roark, Handley, and Brookville as General Partners of the Partnership, and admitting the New Limited Partner as a Limited Partner of the Partnership, 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 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 below.

2) Admission of the New General Partner and Withdrawal of General Partners. The New General Partner is hereby admitted as the General Partner of the Partnership and is vested with all rights and benefits of the General Partner in the Partnership, including, without limitation, the General Partners' capital and profits interests 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 are as set forth on Schedule A. The Partners hereby acknowledge and consent to: (a) the transfer by Roark, Handley, and Morrow of their General Partner Interest to the New General Partner, (b) the withdrawal of Roark, Handley, and Brookville as General Partners of the Partnership, and (c) the admission of Brookville Associates, Inc. as the 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.

3) Acknowledgement of Withdrawing General Partners. The Withdrawing General Partners acknowledge that they have no interest in, or rights or claims against, the Partnership in their capacity as General Partners or otherwise, and hereby release any claims they may have against the Partnership.

4) Admission of the New Limited Partner. Upon its contribution of the New Limited Partner Capital Contribution, the New Limited Partner is hereby admitted as a Limited Partner of the Partnership and is vested with all rights and benefits of a Limited Partner in the Partnership, including, without limitation, a Limited Partners' capital and profits interests in the Partnership from and after the Effective Date. The New Limited 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 Limited Partner are as set forth on Schedule A. The Partners hereby acknowledge and consent to: the admission of the New Limited Partner as a Limited 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.

5) Acknowledgement of Dilution of Limited Partner Interest. The Existing Limited Partner acknowledges that in consideration of the New Limited Partner Capital Contribution, the Existing Limited Partner's share of profits, losses, tax credits, Cash Flow, and distributions of other than Cash flow shall be reduced in accordance with Paragraph 6(d) of this Amendment.

6) Amendments.

a) Partnership Interests. Schedule A of the Partnership Agreement is hereby deleted in its entirety and replaced with the Schedule A attached hereto.

b) 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 Brookville Associates, Inc., c/o Crown NorthCorp. Inc., 1251 Dublin Road, Columbus, Ohio 43215."

c) Term and Dissolution. The first phrase of Section 2.4 before "except that" is hereby deleted and the following is inserted in its place: "The Partnership shall continue in full force and effect until the later of December 31, 2025 or the maturity date of any mortgage loan the Partnership executes and delivers in conjunction with a restructuring of the Partnership's indebtedness under HUD's Mark-to-Market Program (the "M2M Program")."

d) Authorized Acts. Section 6.1 is hereby amended by adding the following as a new paragraph 11:

"(11) To implement the M2M Program with HUD and to execute and deliver on behalf of the Partnership any and all promissory notes, mortgage deeds or other documents or certifications incident to the M2M Program."

e) Tax Matters Partner. The name "Ronald E. Roark" in Section 6.4 of the Partnership Agreement is hereby deleted and the following name is substituted in its place: "Brookville Associates, Inc."

f) Profits, Losses and Tax Credits; Distributions; Capital Accounts.

i) Section 10.1(A) of the Partnership Agreement is hereby deleted in its entirety and the following is substituted in its place:

"All profits, losses and tax credits incurred or accrued on or after the first day of the calendar month during which Ronald E. Roark is admitted as a Limited Partner of the Partnership, other than those arising from a Capital Transaction, shall be allocated 90.25% to Ronald E. Roark, 4.75% to Florida Estates Limited Partnership, and 5% to the General Partner."

ii) The second paragraph of the section designated "As to profits:" in Section 10.1(B) of the Partnership Agreement is hereby deleted in its entirety and the following is substituted in its place:

"Second, the balance, if any, of such profits, 61.75% to Ronald E. Roark, 3.25% to Florida Estates Limited Partnership, 30% to the General Partner, and 5% to the Class B Limited Partner."

iii) The second paragraph of the section designated "As to losses:" in Section 10.1(B) of the Partnership Agreement is hereby deleted in its entirety and the following is substituted in its place:

"Second, the balance, if any, of such losses, 61.75% to Ronald E. Roark, 3.25% to Florida Estates Limited Partnership, 30% to the General Partner, and 5% to the Class B Limited Partner."

iv) The first clause following the colon in Section 10.2(A) of the Partnership Agreement is hereby deleted in its entirety and the following is substituted in its place:

"90.25% to Ronald E. Roark, 4.75% to Florida Estates Limited Partnership, and 5% to the General Partner"

v) Section 10.2(B)(7) of the Partnership Agreement is hereby deleted in its entirety and the following is substituted in its place:

"Seventh, the balance 61.75% to Ronald E. Roark, 3.25% to Florida Estates Limited Partnership, 30% to the General Partner, and 5% to the Class B Limited Partner."

vi) The second sentence of Article XI is hereby deleted in its entirety and the following is substituted in its place:

"The Partnership has engaged SHL GP Corp. to act as the Management Agent for the Apartment Complex."

7) Future Cooperation. Upon the execution of this Amendment, the Withdrawing General Partners and the New General Partner shall take all actions necessary in connection with this Amendment under the Florida Revised Uniform Partnership Act of 1995, as amended from time to time, including any filings with the Filing Office, which they deem necessary or appropriate in connection herewith.

8) Books and Records. Simultaneously with the execution of this Amendment, the Withdrawing General Partners 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 Apartment Complex, including but not limited to all first-year tenant files and all subsequent-year tenant files. In addition, after the date hereof, the Withdrawing General Partners agree 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 Apartment Complex as the New General Partner shall reasonably request from time to time.

9) Representations and Warranties.

a) The Withdrawing General Partners jointly and severally represent and warrant that: (i) they have good and marketable title to the General Partner 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 Partners do not have any interest in the Partnership that is not included in the General Partner Interest. These representations and warranties shall survive the assignment of the General Partner Interest by the Withdrawing General Partners to the New General Partner and the withdrawal of the Withdrawing General Partners as General Partners of the Partnership. The Withdrawing General Partners further acknowledge their continuing obligation to remain liable for all obligations and liabilities incurred by them as General Partners before their withdrawal became effective.

b) The New General Partner represents and warrants that it has obtained from any regulatory agencies having jurisdiction over the Apartment Complex and from each holder of a lien on the title to the property improved by the Apartment Complex, their respective consents to the withdrawal of the Withdrawing General Partners as the General Partners of the Partnership and the admission of the New General Partner as the General Partner of the Partnership. The New General Partner shall indemnify and hold the Existing 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 each such consent. This representation, warranty, and indemnification shall survive the assignment of the General Partner Interest by the Withdrawing General Partners to the New General Partner and the withdrawal of the Withdrawing General Partners as General Partners of the Partnership.

c) The New Limited Partner represents and warrants that it has obtained from any regulatory agencies having jurisdiction over the Apartment Complex and from each holder of a lien on the title to the property improved by the Apartment Complex, their respective consents to the admission of the New Limited Partner as a Limited Partner of the Partnership. The New Limited Partner shall indemnify and hold the Partnership 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 Limited Partner to have obtained each such consent. This representation, warranty, and indemnification shall survive the admission of the New Limited Partner as a Limited Partner of the Partnership.

10) 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 of the parties hereto, shall for all purposes be deemed a fully-executed instrument and shall become effective and binding as of the Effective Date.

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

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[SIGNATURES AND NOTARY ACKNOWLEDGEMENTS 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:

BROOKVILLE ASSOCIATES, INC.

By: 

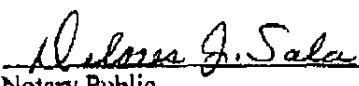
Name: Stephen W. Brown
Title: Secretary

STATE OF Ohio)

SS: _____

COUNTY OF Franklin)

On this 4th day of May, 2004, before me, the undersigned notary public, personally appeared Stephen W. Brown, as Secretary of Brookville Associates, Inc., a corporation, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.


Notary Public
My commission expires: 7-29-08



DELORES J. SALA
Notary Public, State of Ohio
My Commission Expires 07-29-08

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

WITHDRAWING GENERAL PARTNER:

Ronald E. Roark, by
Stephen W. Brown, A.F.
Ronald E. Roark, by Stephen W. Brown, his
Attorney in Fact

STATE OF Ohio)

COUNTY OF Franklin)

SS: _____

On this 4TH day of May, 2004, before me, the undersigned notary public, personally appeared Stephen W. Brown, the Attorney in Fact for Ronald E. Roark, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Delores J. Sala
Notary Public
My commission expires: 7-29-08



DELORES J. SALA
Notary Public, State of Ohio
My Commission Expires 07-29-08

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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.

WITHDRAWING GENERAL PARTNER:

R. Patrick Handley, by
Stephen W. Brown, Attorney in Fact
R. Patrick Handley, by Stephen W. Brown,
his Attorney in Fact

STATE OF Ohio)
) SS: _____
COUNTY OF Franklin)

On this 4TH day of May, 2004, before me, the undersigned notary public, personally appeared Stephen W. Brown, the Attorney in Fact for R. Patrick Handley, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Delores J. Sala
Notary Public
My commission expires: 7-29-08



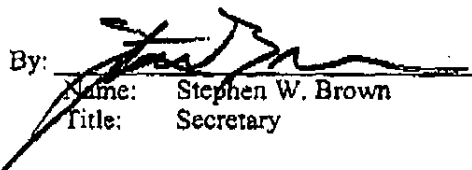
DELORES J. SALA
Notary Public, State of Ohio
My Commission Expires 07-29-08

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
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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.

WITHDRAWING GENERAL PARTNER:

BROOKVILLE ASSOCIATES, INC.

By: 

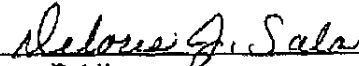
Name: Stephen W. Brown
Title: Secretary

STATE OF Ohio)

) SS: _____

COUNTY OF Franklin)

On this 4th day of May, 2004, before me, the undersigned notary public, personally appeared Stephen W. Brown, as Secretary of Brookville Associates, Inc., a corporation, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.


Notary Public
My commission expires: 7-29-08



DELORES J. SALA
Notary Public, State of Ohio
My Commission Expires 07-29-08

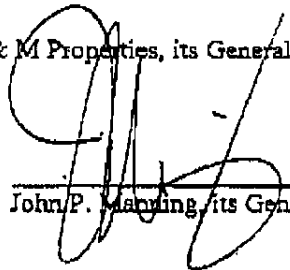
- 11 -

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

EXISTING LIMITED PARTNER:

FLORIDA ESTATES LIMITED PARTNERSHIP

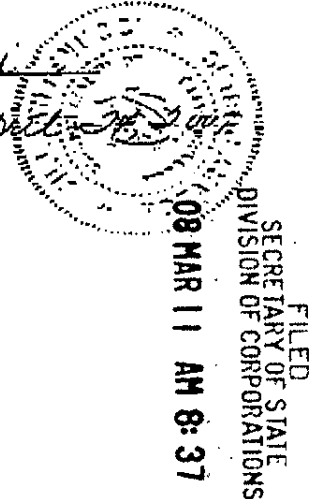
By: C & M Properties, its General Partner

By: 
John P. Manning, its General Partner

COMMONWEALTH OF)
MASSACHUSETTS)
COUNTY OF Suffolk)

On this _____ day of _____, 2004, before me, the undersigned notary public, personally appeared John P. Manning, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as general partner of C&M Associates, as general partner of Florida Estates Limited Partnership.


Notary Public
My commission expires: April 15, 2005



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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 LIMITED PARTNER:

Ronald E. Roark, by
Stephen W. Brown, Atty
RONALD E. ROARK, by STEPHEN
W. BROWN, his Attorney in Fact

STATE OF Ohio)
COUNTY OF Franklin) SS: _____

On this 4TH day of May, 2004, before me, the undersigned notary public, personally appeared Stephen W. Brown, the Attorney in Fact for Ronald E. Roark, proved to me through satisfactory evidence of identification which were a power of attorney and personal knowledge to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Delores J. Sala
Notary Public
My commission expires: 7-29-08



DELORES J. SALA
Notary Public, State of Ohio
My Commission Expires 07-29-08

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RIDGEDALE APARTMENTS, LTD.

Schedule A

As of _____, 2004

General Partner:

Capital Contributions

Brookville Associates, Inc. c/o Crown NorthCorp, Inc. 1251 Dublin Road Columbus, Ohio 43215	\$100.00
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Limited Partners:

Florida Estates Limited Partnership c/o Boston Capital One Boston Place Boston, Massachusetts 02108	\$241,000.00
Ronald E. Roark P.O. Box 550 Columbus, Ohio 43216	\$ _____

Class B Limited Partner:

The Bankhouse [Investment Holdings] Limited Partnership c/o Cheverie & Company 15 School Street Boston, Massachusetts 02108	\$10.00
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