

A17616

8/22/97  
11:10 AM

FLORIDA DIVISION OF CORPORATIONS

PUBLIC ACCESS SYSTEM  
ELECTRONIC FILING COVER SHEET

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

97 AUG 22 AM 9:28

((H97000013890 3)))

TO: DIVISION OF CORPORATIONS  
(850)922-4000

FAX #:

FROM: BLALOCK, LANDERS, WALTERS AND VOGLER, P.A.  
076666003611

ACCT#:

CONTACT: JOHN WICKMAN  
PHONE: (941)748-0100  
(941)745-2093

FAX #:

NAME: CONQUISTADOR VILLAGE, LTD.  
AUDIT NUMBER.....H97000013890  
DOC TYPE.....BASIC AMENDMENT  
CERT. OF STATUS..0  
CERT. COPIES.....0

PAGES..... 15  
DEL.METHOD.. FAX  
EST.CHARGE.. ~~\$35.00~~

\$52.50

NOTE: PLEASE PRINT THIS PAGE AND USE IT AS A COVER SHEET. TYPE THE  
FAX

AUDIT NUMBER ON THE TOP AND BOTTOM OF ALL PAGES OF THE DOCUMENT

\*\* ENTER 'M' FOR MENU. \*\*

ENTER SELECTION AND <CR>:

NOTE: The proper sequential page numbering for this document is as follows:

1 through 6, 6, 7, 9, 10, 11, 11, 13, 14, 13. THANK YOU.

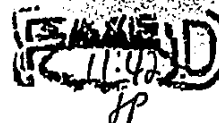
RECEIVED  
97 AUG 22 PM 12:08  
DIVISION OF CORPORATIONS

A17616

8/22/97  
11:10 AM

FLORIDA DIVISION OF CORPORATIONS

PUBLIC ACCESS SYSTEM  
ELECTRONIC FILING COVER SHEET



((H97000013890 3))

TO: DIVISION OF CORPORATIONS  
(850) 922-4000

FAX #:

FROM: BLALOCK, LANDERS, WALTERS AND VOGLER, P.A.  
076666003611

ACCT#:

CONTACT: JOHN WICKMAN

PHONE: (941) 748-0100

FAX #:

(941) 745-2093

NAME: CONQUISTADOR VILLAGE, LTD.

AUDIT NUMBER.....H97000013890

DOC TYPE.....BASIC AMENDMENT

CERT. OF STATUS..0

PAGES..... 15

CERT. COPIES.....0

DEL.METHOD.. FAX

EST.CHARGE.. \$35.00

NOTE: PLEASE PRINT THIS PAGE AND USE IT AS A COVER SHEET. TYPE THE  
FAX

AUDIT NUMBER ON THE TOP AND BOTTOM OF ALL PAGES OF THE DOCUMENT

\*\* ENTER 'M' FOR MENU. \*\*

ENTER SELECTION AND <CR>:

97 AUG 22 AM 9:28

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

NOTE: The proper sequential page numbering for this document is as follows:

1 through 6, 6, 7, 9, 10, 11, 11, 13, 14, 13. THANK YOU.

RECEIVED  
97 AUG 22 PM 2:48  
DIVISION OF CORPORATIONS

Attention  
Ms. Manning  
Revised page 2 as  
we discussed.

Thank you!

JLE. Wil

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

97 AUG 22 AM 9: 29

Fax Audit # H97000013890

**SECOND AMENDMENT TO AMENDED AND RESTATED CERTIFICATE  
AND AGREEMENT OF LIMITED PARTNERSHIP**

**THIS SECOND AMENDMENT TO AMENDED AND RESTATED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP** is made and entered into this \_\_\_\_ day of August, 1997, by and between **TEKLIN CORPORATION**, a Michigan corporation ("Teklin"); **FAIRVIEW MANAGEMENT CORPORATION**, a Michigan corporation ("Fairview"); **RIVERWOODS INVESTMENT, INC.**, a Florida corporation ("Riverwoods"); **MANNAUSA DEVELOPMENT COMPANY**, a Florida corporation, f/k/a **MANASOTA MANAGEMENT, INC. ("MDC")**; **THOMAS J. MANNAUSA ("TJM")**; **LAWRENCE R. MANNAUSA ("LRM")**; **PATRICK K. NEAL ("PKN")**; **EVERETT L. FOOTE ("ELF")** and **ROBERT L. FOOTE ("RLF")**.

**WITNESSETH:**

**WHEREAS**, Teklin, Fairview, Riverwoods and MDC are general partners of that certain limited partnership known as Conquistador Village, Ltd., a Florida limited partnership (hereinafter referred by name or as the "Partnership"); and TJM, LRM, PKN, ELF and RLF are limited partners of the Partnership; and

**WHEREAS**, the Partnership was formed by filing on August 7, 1984, a Certificate of Limited Partnership with the Florida Secretary of State dated July 17, 1984, and is subject to that certain (i) Amended and Restated Certificate and Agreement of Limited Partnership dated July 17, 1984; (ii) Amendment dated January 1, 1986; (iii) Amendment dated and September 12, 1989; and (iv) Agreement by and Among the General Partners dated July 25, 1985. (Change of Registered Agent) (hereinafter the "Partnership Documents").

**WHEREAS**, Riverwoods and MDC have made extraordinary capital contributions to the Partnership; and

**WHEREAS**, Teklin and Fairview desire to: (i) acknowledge and approve such extraordinary capital contributions; (ii) convert their general partner's interest in the Partnership to a limited partner's interest; and (iii) provide for repayment of the extraordinary capital contributions to Riverwoods and MDC, all as more fully set forth herein;

Prepared by: Edward Vogler II, Esq.  
Florida Bar No. 0380970  
Blalock, Landers, Walters & Vogler, P.A.  
802 11th Street West, Bradenton, FL 34205

Fax Audit # H97000013890

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

97 AUG 22 AM 9:29

Fax Audit # H97000013890

**NOW THEREFORE**, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** That the above recitals are true and correct and are hereby incorporated herein.

2. **Conversion.** By execution and delivery hereof, Teklin and Fairview do hereby convert their status as general partner of the Partnership to that of limited partner of the Partnership. The remaining general partners and all limited partners of the Partnership hereby express their approval of and consent to such conversion, by execution and delivery hereof.

613157 - 3. **General Partners.** Paragraph 1.9 of the Agreement is amended to identify RIVERWOODS INVESTMENT, INC. ("Riverwoods"), whose business address is 3701 Cortez Rd. W., Bradenton, FL 34205, and MANNAUSA DEVELOPMENT COMPANY ("MDC"), whose business address is 3701 Cortez Rd. W., Bradenton, FL 34205, as the sole general partners of the Partnership. Hereinafter, Riverwoods and MDC shall jointly be the managing general partners and the tax matters partners. Actions of the General Partners shall be determined by unanimous consent, which consent may be evidenced by a writing approving or consenting to a matter of Partnership business and authorizing one of the General Partners to execute such documents as are necessary to carry forward such decisions. 666500

4. **Limited Partners.** Paragraph 1.10 is amended to identify TJM (15.95%), LRM(23.25%), PKN (32.55%), ELF (11.625%), RLF (11.625%), Teklin (1.25%) and Fairview (1.25%) as limited partners of the Partnership with the percentage of Partnership Interest identified herein.

5. **Term.** Paragraph 2.5 is amended to extend the term of the Partnership until December 31, 2040, unless sooner dissolved or terminated by act of the general partners, or as otherwise provided in the Agreement.

6. **Extraordinary Capital Contributions.** Prior to the execution and delivery of this Agreement, Riverwoods has made extraordinary capital contributions to the Partnership in the agreed amount of \$318,784.00, and MDC has made extraordinary capital contributions to the Partnership in the agreed amount of \$136,622.00 (the "Existing Contributions"). In addition, Riverwoods and MDC may advance additional capital contributions to the Partnership following execution and delivery hereof, including but not limited to, contributions in connection with the intended refinancing of Partnership Property (the "Future Contributions"). The Existing Contributions and any Future Contributions shall accrue an agreed return on investment of 9% calculated on a simple, non-compounding basis from the date of execution and delivery of this Agreement as it relates to Existing Contributions and the date of advance as it relates to Future Contributions (all of such sums, including the Existing Contributions and any Future Contributions, being hereinafter referred to as the "Extraordinary Capital Contributions"). The General Partners shall provide written notice of any Future Contributions to the Limited Partners by certified mail, return receipt requested, within 60 days of such contribution.

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

97 AUG 22 AM 9: 29

Fax Audit # H97000013890

**NOW THEREFORE**, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** That the above recitals are true and correct and are hereby incorporated herein.
2. **Conversion.** By execution and delivery hereof, Teklin and Fairview do hereby convert their status as general partner of the Partnership to that of limited partner of the Partnership. The remaining general partners and all limited partners of the Partnership hereby express their approval of and consent to such conversion, by execution and delivery hereof.
3. **General Partners.** Paragraph 1.9 of the Agreement is amended to identify Riverwoods and MDC as the sole general partners of the Partnership. Hereinafter, Riverwoods and MDC shall jointly be the managing general partners and the tax matters partners. Actions of the General Partners shall be determined by unanimous consent, which consent may be evidenced by a writing approving or consenting to a matter of Partnership business and authorizing one of the General Partners to execute such documents as are necessary to carry forward such decisions.
4. **Limited Partners.** Paragraph 1.10 is amended to identify TJM (15.95%), LRM(23.25%), PKN (32.55%), ELF (11.625%), RLF (11.625%), Teklin (1.25%) and Fairview (1.25%) as limited partners of the Partnership with the percentage of Partnership Interest identified herein.
5. **Term.** Paragraph 2.5 is amended to extend the term of the Partnership until December 31, 2040, unless sooner dissolved or terminated by act of the general partners, or as otherwise provided in the Agreement.
6. **Extraordinary Capital Contributions.** Prior to the execution and delivery of this Agreement, Riverwoods has made extraordinary capital contributions to the Partnership in the agreed amount of \$318,784.00, and MDC has made extraordinary capital contributions to the Partnership in the agreed amount of \$136,622.00 (the "Existing Contributions"). In addition, Riverwoods and MDC may advance additional capital contributions to the Partnership following execution and delivery hereof, including but not limited to, contributions in connection with the intended refinance of Partnership Property (the "Future Contributions"). The Existing Contributions and any Future Contributions shall accrue an agreed return on investment of 9% calculated on a simple, non-compounding basis from the date of execution and delivery of this Agreement as it relates to Existing Contributions and the date of advance as it relates to Future Contributions (all of such sums, including the Existing Contributions and any Future Contributions, being hereinafter referred to as the "Extraordinary Capital Contributions"). The General Partners shall provide written notice of any Future Contributions to the Limited Partners by certified mail, return receipt requested, within 60 days of such contribution.

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

Fax Audit # H97000013890

97 AUG 22 AM 9:29

7. **Repayment of Extraordinary Capital Contributions.** The Agreement is amended to add a new paragraph 5.14 to read as follows: Anything in the Agreement to the contrary notwithstanding, including specifically the provisions of Sections 5 and 11 thereof, all distributions of Operating Cash Flow and/or Capital Cash Flow shall be made (i) first to Riverwoods and MDC to repay the Extraordinary Capital Contributions; (ii) then, on a prorata basis to repay prior General Partner advances to Riverwoods in the amount of \$640,418.00, MDC in the amount of \$261,025.00, Teklin in the amount of \$262,408.00, and Fairview in the amount of \$143,283.00; and (iii) then to each Partner in accordance with their Partnership Interest.

8. **Other Agreements.** The parties hereby represent and warrant each to the other and to Blalock, Landers, Walters & Vogler, P.A. for use in connection with an anticipated refinancing of the Partnership's real property, more fully described in paragraph 11 below, that no other agreements and understandings exist between the Partners other than the Partnership Documents.

9. **Definitions.** Unless otherwise specifically provided for herein, defined terms and definitions shall have the same meaning as set forth in the Partnership Documents.

10. **No Other Modification.** Except to the extent specifically modified and amended herein, the Partnership Documents shall remain unmodified or amended.

11. **Refinancing.** The undersigned understand, acknowledge and agree that the Partnership is in the process of refinancing its existing debt through the use of bond and loan proceeds obtained by issuance of multifamily housing revenue refunding bonds issued by the Housing Finance Authority of Manatee County, Florida, in the approximate principal amount of not less than \$6,885,000.00. The undersigned specifically authorize the Managing General Partner to execute and deliver such documents as are necessary to accomplish such refinancing, including, but not limited to: Offering Statement, Financing Agreement, Continuing Disclosure Agreement, Bond Purchase Agreement, Amended and Restated Land Use Restriction Agreement, Program Compliance Agreement, Mortgage Note, Mortgage, Regulatory Agreement for Multifamily Housing Projects, Security Agreement, UCC-1 Financing Statement, Escrow Agreement (Repairs and Maintenance), together with various and related supporting certificates, oaths and letters.

12. **HUD Financing Requirements.** As more fully described in the Preliminary Official Statement dated August 6, 1997, the bonds described in paragraph 11 above will be secured primarily by a fully-modified pass-through mortgage-backed security (described in the Official Statement and related documents as "the GNMA Security") which provides a guarantee to the bondholders of the timely payment of principal and interest by the Government National Mortgage Association. The GNMA Security is backed by a mortgage loan and related loan documents and is intended to be insured by the Federal Housing Administration pursuant to Section 223(f) of the National Housing Act. In connection with such anticipated refinancing and the requirements of the GNMA Security and Federal Housing Administration, the undersigned understand, acknowledge and agree as follows:

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

Fax Audit # H97000013890

97 AUG 22 AM 9:29  
a. So long as the Secretary of the Department of Housing and Urban Development ("Secretary") or the Secretary's successors or assigns is the insurer or holder of the note secured by the mortgage, no amendment to the Partnership Documents that results in any of the following will have any force or effect without the prior written consent of the Secretary.

- (i) Any amendment that modifies the term of the Partnership, as modified and amended in paragraph 5 hereof to expire December 31, 2040;
  - (ii) Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional partner;
  - (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 Partnership (the "Regulatory Agreement");
  - (iv) Any amendment that would authorize any Partner other than the managing general partners or preapproved successor managing general partners to bind the partnership for all matters concerning the Project which require HUD's consent or approval;
  - (v) Any change in the managing general partners or preapproved successor managing general partners of the Partnership; or
  - (vi) Any change in a guarantor of any obligation to the Secretary.
- b. The partnership is authorized to execute a note and mortgage in order to secure a loan to be insured by the Secretary and to execute the Regulatory Agreement and other documents required by the Secretary in connection with such loan.
- c. Any incoming Partner must as a condition of receiving an interest in the Partnership agree to be bound by the note, mortgage, security agreement and Regulatory Agreement and any other documents required in connection with the FHA insured loan to the same extent and on the same terms as the other Partners.
- d. Notwithstanding any other provisions of the Partnership Documents, upon any dissolution, no title or right to possession and control of the Project, and no right to collect the rents from the Project, shall pass to any person who is not bound by the Regulatory Agreement in a manner satisfactory to the Secretary.
- e. Notwithstanding any other provisions of the Partnership Documents, in the event of a conflict between the terms of the Partnership Documents and HUD laws,

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

Fax Audit # H97000013890

97 AUG 22 AM 9:29

rules, regulations and the Regulatory Agreement, the terms of the laws, rules, regulations and Regulatory Agreement shall prevail.

- f. So long as the Secretary or the Secretary's successors or assigns is the insurer or holder of the note on the Project, the Partnership may not be voluntarily dissolved without the prior written approval of the Secretary.
- g. The Partners, and any assignee of a Partner, agree to be liable in their individual capacities to HUD with respect to the following matters:
  - (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; and
  - (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.

13. **Prior Agreements.** By execution hereof, the Partners acknowledge and agree that Teklin and Fairview have fully performed all obligations to date arising under the Partnership Documents, or have cured any default in such performance by the execution and delivery of this Agreement. The Partners further understand, acknowledge and agree that the provisions under paragraphs 6 and 7 of this Agreement for repayment of extraordinary capital contributions, and the accrual of a 9% return on investment for such contributions, shall represent the agreed remedy between the partners for any obligations arising in connection with such obligations.

14. **Expenses of Refinancing/Disposition.** By execution hereof, the General Partners warrant, covenant and agree that all fees, costs, and expenses incurred in connection with the refinancing, sale or other disposition of the Project shall be reasonable, customary and consistent with the market place then existing in Manatee County, Florida.

15. **Drafting.** The firm of Blalock, Landers, Walters & Vogler, P.A., and its Vice President, Edward Vogler, II (attorneys) have prepared this Second Amendment on behalf of the Partnership. The attorneys do not represent any of the limited partners, individually, in connection with the negotiation, development and/or drafting of this Second Amendment, each of which having retained separate counsel of their choice to advise them as to the terms, provisions and effect of the execution and delivery of this Second Amendment.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but each counterpart shall together constitute one and the same instrument.



FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

Fax Audit # H97000013890

97 AUG 22 AM 9:29  
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and  
year set forth above.

Separate signature pages attached hereto and incorporated herein for each of: TEKLIN  
CORPORATION; FAIRVIEW MANAGEMENT CORPORATION; RIVERWOODS  
INVESTMENT, INC.; MANNAUSA DEVELOPMENT COMPANY; THOMAS J. MANNAUSA;  
LAWRENCE R. MANNAUSA; PATRICK K. NEAL; EVERETT L. FOOTE and ROBERT L.  
FOOTE.

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

97 AUG 22 AM 9:29

Fax Audit # H97000013890

This is the signature page to that certain Second Amendment to Amended and Restated Certificate and Agreement of Limited Partnership by and between TEKLIN CORPORATION; FAIRVIEW MANAGEMENT CORPORATION; RIVERWOODS INVESTMENT, INC.; MANNAUSA DEVELOPMENT COMPANY; THOMAS J. MANNAUSA; LAWRENCE R. MANNAUSA; PATRICK K. NEAL; EVERETT L. FOOTE and ROBERT L. FOOTE.

Witnesses:

TEKLIN CORPORATION  
a Michigan corporation

By:  
Its:

Chairman

STATE OF TN

COUNTY OF Knox

The foregoing instrument was subscribed and sworn to before me this 21st day of August, 1997, by \_\_\_\_\_ as \_\_\_\_\_ of TEKLIN CORPORATION,

☒ who is personally known to me  
☐ who produced \_\_\_\_\_

as identification, and who acknowledged before me that he/she executed the same freely and voluntarily for the purposes therein expressed, under authority duly vested in him/her by said corporation.

My Commission Expires: 07-01-99

Maclaine D. Lupton  
Printed Name

NOTARY PUBLIC

STATE OF TN

Commission No. \_\_\_\_\_

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

97 AUG 22 AM 9:29

Fax Audit # H97000013890

This is the signature page to that certain Second Amendment to Amended and Restated Certificate and Agreement of Limited Partnership by and between TEKLIN CORPORATION; FAIRVIEW MANAGEMENT CORPORATION; RIVERWOODS INVESTMENT, INC.; MANNAUSA DEVELOPMENT COMPANY; THOMAS J. MANNAUSA; LAWRENCE R. MANNAUSA; PATRICK K. NEAL; EVERETT L. FOOTE and ROBERT L. FOOTE.

Witnesses:

FAIRVIEW MANAGEMENT CORPORATION,  
a Michigan corporation

Shirley M. Overholt  
Angela M. Overholt

By: Thomas J. Mannausa  
Its: President

STATE OF Miss

COUNTY OF Emmet

The foregoing instrument was subscribed and sworn to before me this 19  
day of August, 1997, by  
as of FAIRVIEW MANAGEMENT CORPORATION,

☒ who is personally known to me  
☐ who produced \_\_\_\_\_ as

identification, and who acknowledged before me that he/she executed the same  
freely and voluntarily for the purposes therein expressed, under authority duly  
vested in him/her by said corporation.

My Commission Expires:

Elizabeth A. Spian  
Printed Name

NOTARY PUBLIC  
STATE OF \_\_\_\_\_

Commissioned ELIZABETH A. SPIAN  
NOTARY PUBLIC  
EMMET COUNTY, MICHIGAN  
MY COMMISSION EXPIRES 1-13-01

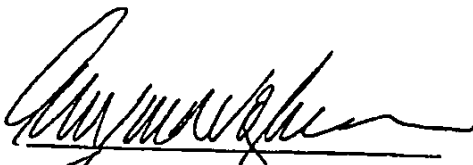
FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

Fax Audit # H97000013890

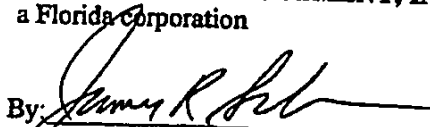
97 AUG 22 AM 9: 29

This is the signature page to that certain Second Amendment to Amended and Restated Certificate and Agreement of Limited Partnership by and between TEKLIN CORPORATION; FAIRVIEW MANAGEMENT CORPORATION; RIVERWOODS INVESTMENT, INC.; MANNAUSA DEVELOPMENT COMPANY; THOMAS J. MANNAUSA; LAWRENCE R. MANNAUSA; PATRICK K. NEAL; EVERETT L. FOOTE and ROBERT L. FOOTE.

Witnesses:

  
Jean Clarke

RIVERWOODS INVESTMENT, INC.  
a Florida corporation

By:   
Its: President

STATE OF FLA  
COUNTY OF MANATEE

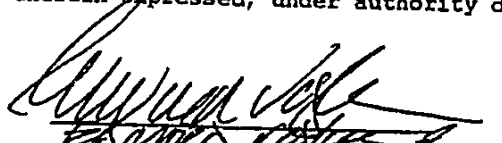
The foregoing instrument was subscribed and sworn to before me this 21  
day of August, 1997, by \_\_\_\_\_  
as \_\_\_\_\_ of RIVERWOODS INVESTMENT, INC.

- ☒ who is personally known to me  
☐ who produced \_\_\_\_\_

as

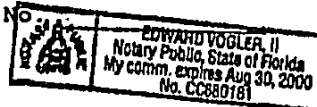
identification, and who acknowledged before me that he/she executed the same freely and voluntarily for the purposes therein expressed, under authority duly vested in him/her by said corporation.

My Commission Expires:

  
Printed Name

NOTARY PUBLIC  
STATE OF \_\_\_\_\_

Commission No. \_\_\_\_\_



FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

Fax Audit #H97000013890

97 AUG 22 AM 9:20  
This is the signature page to that certain Second Amendment to Amended and Restated Certificate and Agreement of Limited Partnership by and between TEKLIN CORPORATION; FAIRVIEW MANAGEMENT CORPORATION; RIVERWOODS INVESTMENT, INC.; MANNAUSA DEVELOPMENT COMPANY; THOMAS J. MANNAUSA; LAWRENCE R. MANNAUSA; PATRICK K. NEAL; EVERETT L. FOOTE and ROBERT L. FOOTE.

Witnesses:

Patricia White  
Jim Clark

MANNAUSA DEVELOPMENT COMPANY  
a Florida corporation

By: [Signature]

Its: MANNAUSA

STATE OF FLA

COUNTY OF MANATEE

The foregoing instrument was subscribed and sworn to before me this 22 day of August, 1997, by THOMAS J. MANNAUSA as PRESIDENT of MANNAUSA DEVELOPMENT COMPANY,

☒ who is personally known to me  
☐ who produced \_\_\_\_\_ as

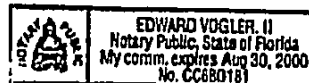
identification, and who acknowledged before me that he/she executed the same freely and voluntarily for the purposes therein expressed, under authority duly vested in him/her by said corporation.

My Commission Expires:

[Signature]  
Printed Name \_\_\_\_\_

NOTARY PUBLIC  
STATE OF \_\_\_\_\_

Commission No. \_\_\_\_\_



FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

Fax Audit # H97000013890

97 AUG 22 AM 9:30

This is the signature page to that certain Second Amendment to Amended and Restated Certificate and Agreement of Limited Partnership by and between TEKLIN CORPORATION; FAIRVIEW MANAGEMENT CORPORATION; RIVERWOODS INVESTMENT, INC.; MANNAUSA DEVELOPMENT COMPANY; THOMAS J. MANNAUSA; LAWRENCE R. MANNAUSA; PATRICK K. NEAL; EVERETT L. FOOTE and ROBERT L. FOOTE.

Witnesses:

Patricia A. Clarke  
Tha. Clarke

Thomas J. Mannausa  
THOMAS J. MANNAUSA

STATE OF FLA

COUNTY OF MANATEE

The foregoing instrument was subscribed and sworn to before me this 22 day of August, 1997, by Thomas J. Mannausa,

☒ who is personally known to me  
☐ who produced \_\_\_\_\_

as

identification, and who acknowledged before me that he/she executed the same freely and voluntarily for the purposes therein expressed.

My Commission Expires:

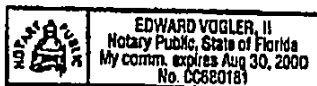
Edward Vogler, II

Printed Name

NOTARY PUBLIC

STATE OF \_\_\_\_\_

Commission No. \_\_\_\_\_



I hereby certify this is a true and correct copy of the original document.

~~of the Firm Blalock, Landers, Walters & Vogler, P.A.~~

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

97 AUG 22 AM 9:30

Fax Audit # H97000013890

This is the signature page to that certain Second Amendment to Amended and Restated Certificate and Agreement of Limited Partnership by and between TEKLIN CORPORATION; FAIRVIEW MANAGEMENT CORPORATION; RIVERWOODS INVESTMENT, INC.; MANNAUSA DEVELOPMENT COMPANY; THOMAS J. MANNAUSA; LAWRENCE R. MANNAUSA; PATRICK K. NEAL; EVERETT L. FOOTE and ROBERT L. FOOTE.

Witnesses:

Shirley M. O'Connell Lawrence R. Mannausa  
Dorothy M. O'Connell LAWRENCE R. MANNAUSA

STATE OF Michigan

COUNTY OF Emmet

The foregoing instrument was subscribed and sworn to before me this 19 day of August, 1997, by Lawrence R. Mannausa.

- ☒ who is personally known to me  
☐ who produced \_\_\_\_\_ as

identification, and who acknowledged before me that he/she executed the same freely and voluntarily for the purposes therein expressed.

My Commission Expires:

Elizabeth A. Splan  
Printed Name

NOTARY PUBLIC

STATE OF \_\_\_\_\_

Commission No. \_\_\_\_\_

ELIZABETH A. SPLAN  
NOTARY PUBLIC  
EMMET COUNTY, MICHIGAN  
MY COMMISSION EXPIRES 1-13-01

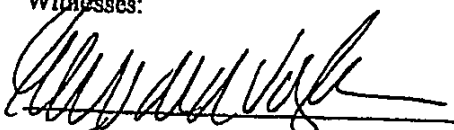
FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

Fax Audit # H97000013890

97 AUG 22 AM 9:30

This is the signature page to that certain Second Amendment to Amended and Restated Certificate and Agreement of Limited Partnership by and between TEKLIN CORPORATION; FAIRVIEW MANAGEMENT CORPORATION; RIVERWOODS INVESTMENT, INC.; MANNAUSA DEVELOPMENT COMPANY; THOMAS J. MANNAUSA; LAWRENCE R. MANNAUSA; PATRICK K. NEAL; EVERETT L. FOOTE and ROBERT L. FOOTE.

Witnesses:

  
Lisa Clarke

  
PATRICK K. NEAL

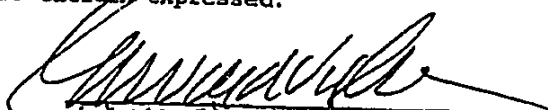
STATE OF FLA  
COUNTY OF MANATEE

The foregoing instrument was subscribed and sworn to before me this 21 day of August, 1997, by Patrick K. Neal,

- ☒ who is personally known to me  
☐ who produced \_\_\_\_\_ as

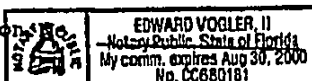
identification, and who acknowledged before me that he/she executed the same freely and voluntarily for the purposes therein expressed.

My Commission Expires:

  
Printed Name

NOTARY PUBLIC  
STATE OF \_\_\_\_\_

Commission Expires



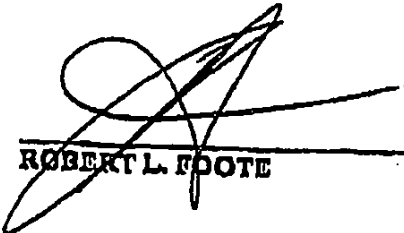


Fax Audit # H97000013890

This is the signature page to that certain Second Amendment to Amended and Restated Certificate and Agreement of Limited Partnership by and between TEKLIN CORPORATION; FAIRVIEW MANAGEMENT CORPORATION; RIVERWOODS INVESTMENT, INC.; MANNAUSA DEVELOPMENT COMPANY; THOMAS J. MANNAUSA; LAWRENCE R. MANNAUSA; PATRICK K. NEAL; EVERETT L. FOOTE and ROBERT L. FOOTE.

Witnesses:

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

  
\_\_\_\_\_  
ROBERT L. FOOTE

STATE OF TN  
COUNTY OF KNOX

The foregoing instrument was subscribed and sworn to before me this 21 day of August, 1997, by Robert L. Foote,

☒ who is personally known to me  
☐ who produced \_\_\_\_\_ as

identification, and who acknowledged before me that he/she executed the same freely and voluntarily for the purposes therein expressed.

My Commission Expires: 07-01-99

  
Printed Name

NOTARY PUBLIC  
STATE OF TN

Commission No. \_\_\_\_\_

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
97 AUG 22 AM 9:30

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

97 AUG 22 AM 9:30

Fax Audit # H97000013890

This is the signature page to that certain Second Amendment to Amended and Restated Certificate and Agreement of Limited Partnership by and between TEKLIN CORPORATION; FAIRVIEW MANAGEMENT CORPORATION; RIVERWOODS INVESTMENT, INC.; MANNAUSA DEVELOPMENT COMPANY; THOMAS J. MANNAUSA; LAWRENCE R. MANNAUSA; PATRICK K. NEAL; EVERETT L. FOOTE and ROBERT L. FOOTE.

Witnesses:

Brit Johnson  
Amy L. Eitel

EVERETT L. FOOTE

STATE OF Michigan  
COUNTY OF Kent

The foregoing instrument was subscribed and sworn to before me this \_\_\_\_\_ day of August, 1997, by Everett L. Foote.

☒ who is personally known to me  
☐ who produced \_\_\_\_\_

as identification, and who acknowledged before me that he/she executed the same freely and voluntarily for the purposes therein expressed.

My Commission Expires:

September 30, 2000

Brit Johnson  
Brit Johnson  
Printed Name

NOTARY PUBLIC  
STATE OF Michigan

Commission No. \_\_\_\_\_