A19000000122

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Amended & Restated

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AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
AND
LIMITED PARTNERSHIP AGREEMENT
OF
HILLTOP POINTE, LP
(Filed in accordance with 620.1202, F.S.)

THIS AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP AND LIMITED PARTNERSHIP AGREEMENT (the "Agreement") is made and entered into as of the 4th day of March, 2020, by and among RA Hilltop Pointe, LLC, a State of Florida limited liability company, as the general partner (the "General Partner"), and Waddell Plantation, Inc., a State of Florida corporation, as the limited partner (the "Limited Partner"), which by the execution of this Agreement agree to be bound by the terms, conditions and provisions of this Agreement.

RECITALS:

A. Hilltop Pointe, LP (the "Partnership") was formed as a limited partnership in accordance with the Florida Revised Uniform Limited Partnership Act (the "Act") pursuant to a Certificate of Limited Partnership entered into on March 18, 2019. The Certificate of Limited Partnership was filed with the Florida Secretary of State's Office on March 18, 2019, and the Partnership was assigned Limited Partnership Number A19000000122.

B. The Partners now desire to restructure the limited partnership to provide for the additional Capital Contributions of the Limited Partners and to amend, restate and set forth in full the terms and conditions of the Partners' agreements and understandings relative to the Partnership in this Agreement which is also intended to be recorded as the Amended Certificate of Limited Partnership required under the Act.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree, and do hereby certify, that:

1. The name of the partnership is Hilltop Pointe, LP.

2. The business of the partnership shall consist of (i) acquiring real estate located in Lynn Haven, Bay County, Florida; (ii) redeveloping, rehabilitating and operating a multifamily apartment complex which the partnership will own, operate and lease (hereinafter sometimes referred to as the "Property") and (iii) carrying on any and all activities related to the Property, including, without limitation of the foregoing, selling, leasing, redeveloping and rehabilitation of improvements, mortgaging and otherwise financing the Property.

3. The mailing address of the principal office and place of business of the partnership is c/o RA Hilltop Pointe, LLC, General Partner, 1002 West 23rd Street, Suite 400, Panama City, Florida 32405. In addition, the partnership may have such other or additional offices as the

general partner, in its sole discretion, shall deem advisable.

4. The name and address of the Registered Agent of the Partnership shall be Lauretta J. Pippin, 1022 West 23rd Street, 3rd Floor, Panama City, Florida, 32405.

5. (a) The name and address of each partner is shown on Exhibit A attached hereto and incorporated herein by this reference. RA Hilltop Pointe, LLC., shall be the General Partner of the Partnership. The General Partner, in its capacity as General Partner, shall have the right, power and authority, subject to the provisions of Section 5(c), acting for and on behalf of the partnership, to lease, sell, mortgage, convey, finance, refinance, grant easements on or dedicate the Property (or any part thereof) of the partnership, to borrow money and execute promissory notes, to secure the same by mortgage (which term "mortgage" is hereby defined for all purposes of this Agreement to include deeds of trust, financing statements, chattel mortgages, pledges, conditional sales contracts, and similar security agreements) upon such partnership property, to renew or extend any and all such loans or notes, to convey such partnership property in fee simple by deed, mortgage or otherwise, and to create straw corporations to act as straw parties and nominees solely for and on behalf of the partnership. In no event shall any party dealing with the General Partner with respect to any property of the partnership, or to whom any such property (or any part thereof) shall be conveyed, contracted to be sold, leased, mortgaged, financed or refinanced by the General Partner, be obligated to see to the application of any purchase money, rent or money borrowed or advanced thereon, or be obligated to inquire into the necessity or expediency of any act or action of the General Partner, or be obligated or privileged to inquire into the authority of the General Partner to perform any such act, and every contract, agreement, deed, mortgage, lease, promissory note or other instrument or document executed by the General Partner with respect to any property of the partnership shall be conclusive evidence in favor of any and every person relying thereon or claiming thereunder that (i) at the time or times of the execution and/or delivery thereof, the partnership created by this Agreement, was in full force and effect, (ii) such instrument or document was duly executed in accordance with the terms and provisions of this Agreement (or any amendment thereof) and is binding upon the partnership and all of the partners thereof, and (iii) the General Partner was duly authorized and empowered to execute and deliver any and every such instrument or document in the name and on behalf of the partnership.

(b) It is understood and agreed upon by the partners that RA Hilltop Pointe, LLC, shall have full and complete responsibility and liability for the management and operation of the Partnership, except as herein below set forth, and that RA Hilltop Pointe, LLC shall be entitled to all benefits, profits, and equity interest in the Partnership assets as they relate to the General Partners' interest in the Partnership.

(c) Notwithstanding anything in this Paragraph 5 to the contrary, the General Partner may not sell, convey, transfer, mortgage, finance or refinance the Property (or any part thereof) without the written consent of a majority in interest of all the partners.

6. The term of the partnership shall continue until December 31, 2069, and thereafter from year to year, unless otherwise terminated in accordance with the provisions of this Agreement.

7. The amount of cash or property (at its agreed value) to be contributed to the capital of the partnership by each partner is shown on Exhibit A attached hereto and made a part hereof.

8. (a) A capital account shall be maintained for each of the partners in accord with the provisions of this Paragraph 8 and Section 1.704-1(b)(2)(iv) of the Income Tax Regulations. Said capital account shall properly reflect the amount contributed by each partner to the partnership including any adjustment authorized by the Internal Revenue Code or Income Tax Regulations, as increased by (i) subsequent capital contributions (if any), (ii) its share of the profits of the partnership, and (iii) its share of any other item of income or gain; and decreased by (i) all withdrawals and distributions chargeable to its capital account, and (iv) its share of all losses incurred by the partnership and any deductions specially allocated to such partner under the terms of this Agreement.

(b)(i) Except as otherwise specifically provided by this Agreement, whenever it is necessary to determine the capital account balance of any partner for purposes of this Agreement, the capital account balance of such partner shall be determined after giving effect to all allocations of income, gains, deductions and losses of the partnership for the current year and all for such year in respect to transactions effected prior to the time as of which such determination is to be made. However, if, pursuant to this Agreement or as may otherwise be required by the Code or Income Tax Regulations, any partnership property is reflected on the books of the partnership at a book value that differs from the adjusted basis of such property for income tax purposes, then for purposes of determining the partners' capital account balances, all items of income, gain, loss, deductions and expenditure with respect to such property shall be computed based upon the book value of such property, and depreciation, amortization, and gain or loss shall be allocated or charged to the partners' capital accounts in a manner consistent with such computation.

(b)(ii) Unless otherwise agreed by a majority-in-interest of the limited partners, an adjustment in the book value of all partnership property shall be made upon:

(A) Any contribution of money or other property (other than an insignificant amount) to the partnership by a new or existing partner as consideration for an interest in the partnership; or

(B) Any distribution of money or other property (other than an insignificant amount) by the partnership to a retiring or continuing partner as consideration for the reduction of its interest in the partnership. In any case in which an adjustment to the book value of any partnership property is to be made, the fair market value of the partnership property shall be determined by an independent appraiser selected by the General Partner, and the capital accounts of the partners shall be adjusted as though each item of the partnership's property had been sold for its fair market value (or in the case of property encumbered by indebtedness as to which no partner has any personal liability, the greater of the fair market value of such property or the amount of such indebtedness) and the gains and losses resulting from such sales had been credited or charged to the capital accounts of the partners as provided in this Agreement.

9. No limited partner (in its capacity as a limited partner) shall be required to make any additional capital contribution or shall be personally liable for any losses, debts, obligations or

liabilities of the partnership beyond the amount set forth opposite its name on Exhibit A.

10. The capital account balance of any limited partner, properly adjusted to reflect it's distributive share of partnership profits and losses and distributions by the partnership, shall be returned upon ninety (90) days written notice by such limited partner to all other partners on or after December 31, 2068, provided the assets of the partnership are then sufficient to cover all of the liabilities, including liabilities to partners in respect to their capital accounts.

11. (a)(i) The share of profits which each partner (both the general partner and limited partner) shall be allocated by reason of such partner's contribution and each partner's share of the losses of the partnership shall be the same as the percentage of partnership interest shown opposite such partner's name on Exhibit A.

(a)(ii) Notwithstanding Paragraph 11(a)(i), for any partnership accounting year as of the end of which both of the following conditions are present: (A) the allocation of operating losses under Paragraph 11(a)(i) would result in a capital account deficit for any limited partner (taking into account any distributions that are reasonably expected to be made to the limited partners in excess of any offsetting increases to the limited partners' capital accounts [all of which shall be determined in accordance with Section 1.704-1(b)(2)(ii)(Q)(4), (5) and (6) of the Income Tax Regulations] such excess herein referred to as the "Excess Deficit Amount"), and (B) there is outstanding to the partnership from a general partner any loan, loan commitment, stop-loss arrangement, guaranty or recourse liability as to loans made to the partnership by third parties or any similar arrangements imposing comparable financial risk on the general partner, then an amount of the losses and deductions of the partnership for such partnership accounting year equal to the lesser of (1) the excess of the aggregate amount of the general partner's liability under all such arrangements over the cumulative amount of losses allocated to the general partner under this Paragraph 11(a)(ii) in all preceding partnership accounting years, or (2) the Excess Deficit Amount, shall be allocated to such general partner. In any partnership accounting year in which the partnership realizes a net profit or gain, then that profit or gain shall be first allocated to such general partner until an amount of profit or gain has been allocated to such general partner pursuant to this Paragraph 11(a)(ii) equal to the amount of loss, if any, previously allocated to the general partner pursuant to this Paragraph 11(a)(ii).

(b)(i) Notwithstanding the provisions of Paragraph 11(a), if the tax basis of any property contributed to the partnership by any partner is more or less than the amount credited to the capital account of the contributing partner, for federal or state income tax purposes, the gain or loss of the partnership upon the sale or other disposition of such property shall be first allocated to the partner who contributed such property to the partnership in an amount equal to the difference between the tax basis of such property as of the time of contribution and the amount credited to the capital account of the contributing partner.

(b)(ii) For the purposes of Sections 702 and 704 of the Internal Revenue Code, or the corresponding sections of any future Federal internal revenue law, or any similar tax law of any state or jurisdiction, the determination of each partner's distributive share of any partnership item of income, gain, loss, deduction, credit or allowance for any partnership fiscal year or other period shall be made in accordance with the allocations made pursuant to Paragraphs 11(a) and 11(b).

(b)(iii) Any increase or decrease in the amount of any item of income, profits, gains, losses, deductions, or credits attributable to an adjustment to the basis of partnership assets made pursuant to a valid election under Sections 732, 734, 743, and 754 of the Code, and pursuant to corresponding provisions of applicable state and local income tax laws, shall be charged or credited, as the case may be, and any increase or decrease in the amount of any item of credit or tax preference attributable to any such adjustment shall be allocated, to those partners entitled thereto under such laws.

(b)(iv) If, under any circumstances, the capital accounts of the limited partners are unexpectedly reduced to a negative balance by reason of an adjustment, allocation, or distribution described in Section 1.704-1(b)(2)(ii)(Q)(4), (5) or (6) of the Income Tax Regulations, then, notwithstanding any other provision of this Agreement, all income and gain realized by the partnership shall be allocated exclusively to the limited partners in proportion to the amounts of their respective negative capital account balances until such negative capital account balances which resulted from such adjustment, allocation, or distribution are offset in full. This provision is intended as a "qualified income offset" within the meaning of Section 1.704-1(b)(2)(ii)(Q) of the Income Tax Regulations and shall be construed so as to give effect to that intention.

12. Net Cash Flow available from operations shall be distributed by the General Partner in the following manner:

(a) First, to satisfy any outstanding Partner debt obligation due to the holder of any Partner debt obligation..

(b) Second, the balance of any Net Cash Flow shall be distributed to the Partners pro rata according to their respective Partnership Interests.

13. Capital Proceeds received by the Partnership shall be distributed in the following manner:

(a) First, to fund reserves for contingent liabilities to the extent deemed reasonable by the General Partner;

(b) Second, to the General Partner in an aggregate amount equal to 5% of the proceeds remaining after the distribution provided for in Section 13(a);

(c) Third, to the payment to those Partners who have positive Capital Account balances, in the amount of their positive Capital Account balances, pro rata, based upon the aggregate positive Capital Account balances of all Partners, until the Capital Account balances of all Partners are reduced to zero.

(d) Fourth, the balance of any Capital Proceeds, if any, shall be distributed to the Partners pro rata according to their respective Partnership Interests.

14. The general partner shall have no right to assign its general partnership interests, or any part thereof. Each limited partner may assign its limited partnership interest (including its

right to receive a share of the profits or other compensation by way of income and a return of its capital account); provided, however, the assignee shall not become a substituted limited partner of the partnership unless (i) the assigning limited partner so provides in the instrument of assignment; (ii) the assignee agrees in writing to be bound by the provisions of this Agreement; (iii) the General Partner so consents in writing; and (iv) the assignee pays to the partnership a reasonable fee to cover the costs and expenses of preparation, execution and recordation of an amendment to this Agreement. If all of such conditions are satisfied, the General Partner shall prepare (or cause to be prepared) for recordation an amendment to this Agreement to be signed and sworn to by it, by the general partner, by each of the limited partners, by the assigning limited partner, and by the assignee. Each limited partner hereby appoints the General Partner as the true and lawful attorney-in-fact of such limited partner, in such limited partner's name and behalf, to sign, certify under oath and acknowledge any and every such amendment and to execute whatever further instruments may be requisite to effect the substitution of a limited partner or to reflect:

(a) a change in the name of the partnership or in the amount or character of the contribution of any limited partner (including a change by reason of the return to any limited partner of all or any part of its capital account);

(b) the admission of an additional limited partner in accordance with the provisions of Paragraph 14 hereof or by unanimous agreement of all partners;

(c) the admission of a general partner by unanimous agreement of all partners;

(d) a change in the character of the business of the partnership;

(e) the correction or clarification of any incorrect statement in this Agreement (or any amendment hereof);

(f) a change in the time stated in this Agreement (or any amendment hereof) for the end of the term of the partnership or for the return of the capital account of any limited partner;

(g) a continuation of the partnership as provided for in Paragraph 17; or

(h) any other change or modification of this Agreement (or any amendment hereof) made in order to represent accurately the agreement among the partners, including any amendments which, in the opinion of counsel to the partnership, are necessary or appropriate to satisfy the requirements of Section 704(b) of the Internal Revenue Code or the Regulations thereunder, such power of attorney being irrevocable so long as the General Partner remains a general partner of the partnership.

15. No right is reserved to admit additional limited partners to the partnership except in the following situations:

(a) By unanimous agreement of all partners; and

(b) In the event of the assignment by a limited partner of all or any part of its

limited partnership interest, each such assignee may become a substituted limited partner under the conditions set forth in Paragraph 14 hereof.

16. No partner shall have priority over any other partner with respect to contributions, capital accounts, distribution of profits, or distributions upon dissolution, except as otherwise set forth in Paragraph 11 hereof.

17. Except as set forth in the following sentence of this Paragraph 17, no partner shall have the right to continue the partnership and its business on the death, retirement, withdrawal, dissolution, adjudication of insanity, incompetency or bankruptcy of a general partner except insofar as may be necessary to the liquidation and winding up of the affairs of the partnership. On the death, retirement, withdrawal, dissolution, adjudication of insanity, incompetency or bankruptcy of a general partner, then, if there is a general partner, the partnership shall automatically continue, or if there is no remaining general partner, the remaining partners shall have the authority to continue the partnership and the partnership business and elect one of the limited partners as the general partner; provided such elections to continue the partnership and to name one of the limited partners as the general partner are made within 6 months of the event causing the dissolution of the partnership. In the event the partnership is continued, (i) the partnership shall not be dissolved; (ii) the partnership and the business of the partnership shall be continued, (iii) the general partnership interest owned by the general partner who has died, retired, dissolved, or is adjudged to be insane, incompetent, or bankrupt shall thereafter be deemed to be a limited partnership interest, and such partner (or its trustee in bankruptcy, successors or assigns, or other legal representative) shall thereafter be deemed to be a limited partner; (iv) a portion of the limited partnership interest of the limited partner who has been elected to be the general partner shall be converted into a general partnership interest and such partner shall thereafter be deemed to be the general partner; and (v) this Agreement shall be amended to reflect such continuation and election of the new general partner.

18. No limited partner shall have any right to demand and receive property, in lieu of cash, in return of its capital account. The demand by any limited partner for the return of its capital account, if otherwise proper under the terms of Paragraph 10 hereof, shall be for cash only.

19. This Agreement may be executed in counterparts, all of which taken together shall constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the original or the same counterpart. Each party shall become bound by the Agreement immediately upon affixing its signature hereto, independently of the signature of any other party.

20. Definitions

Unless the context specifically otherwise requires, the following words, when used in this Agreement, have the meanings ascribed thereto in this Section:

(a) "Capital Account" means the account maintained by the Partnership for each Partner pursuant to Section 5 which, as of any given date, reflects the Partner's actual capital contribution paid to the Partnership, including

any adjustments authorized by the Internal Revenue Code, (i) increased to reflect the Partner's distributive share of Partnership profits and gains for each year (or fraction thereof), and (ii) decreased to reflect the Partner's distributive share of Partnership deductions and losses (including any specially allocated deductions) for each year (or fraction thereof) and distributions of cash or property by the Partnership to the Partner.

(b) "Capital Proceeds" means the aggregate of: (i) the net proceeds received from the refinancing of any existing indebtedness secured by any Partnership assets, (ii) the net proceeds received from the sale or condemnation of the Property, or all or substantially all of the other Partnership assets, (iii) the net proceeds received from title or fire and extended coverage insurance, and (iv) the net proceeds distributed from any reserves previously set aside from Capital Proceeds which are deemed available for distribution by the General Partner; less amounts paid from such Capital Proceeds for (i) the expenses of the Partnership incurred in connection with such sale, refinancing or condemnation, including, without limitation, sales or financing commissions or fees, but not including any fees paid to the General Partner or an affiliate of the General Partner, and legal and accounting fees, (ii) the amounts used for the repayment of any prior loans or obligations of the Partnership, and (iii) the expenses and costs of the Partnership incurred in the construction, repair or restoration of improvements to the Project.

(c) "Net Cash Flow" means, with respect to any calendar year or other accounting period selected by the General Partner, the sum of (i) all cash receipts of the Partnership from operations and all other sources, other than capital contributions and Capital Proceeds, (ii) the net proceeds of any insurance, other than title or fire and extended coverage insurance, and (iii) any other funds deemed available for distribution by the General Partner, including any amounts previously set aside as reserves from Net Cash Flow; less Partnership disbursements that are not funded with Capital Contributions or Capital Proceeds or Partnership reserves for (i) Operating Expenses, (ii) all required payments by the Partnership upon the principal and accrued interest of any obligations of the Partnership which are not payable to a Partner or an Affiliate, (iii) capital construction, acquisitions, alterations, improvements, replacements or other similar capital outlay items; and (iv) reserves or escrows for improvements, replacements, or repairs, or to meet anticipated expenses, as the General Partner shall deem necessary.

(d) "Operating Expenses" means all current reasonable costs and expenses of operation of the Property, including without limitation, costs of payroll, taxes, insurance, maintenance, repairs, debt service (both principal and interest) which is not due to a Partner or an affiliate, management fees paid, prepaid expenses, escrows and reserves required by any lender, costs of audit and preparation of financial reports and tax returns pursuant to

this Agreement, and reasonable reserves to meet anticipated expenses, but excluding costs of formation of the Partnership or any other capital costs of the Partnership.

(e) "Partners" means the General Partner and the Limited Partner.

[SIGNATURES ON NEXT PAGE]

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

GENERAL PARTNER:

RA Hilltop Pointe, LLC
By: Waddell Plantation, Inc., its Manager

By: _____
Joseph F. Chapman, IV
Vice President

LIMITED PARTNER:

Waddell Plantation, Inc.

By: _____
Joseph F. Chapman, IV
Vice President

EXHIBIT A

HILLTOP POINTE, LP
CERTIFICATE OF LIMITED PARTNERSHIP
AND
LIMITED PARTNERSHIP AGREEMENT

NAME AND ADDRESS	CAPITAL CONTRIBUTION	PERCENTAGE PARTNERSHIP INTEREST
General Partner:		
RA Hilltop Pointe, LLC 1002 West 23rd Street, Suite 400 Panama City, Florida 32405	$ .01	.01%
Limited Partner:		
Waddell Plantation, Inc. 1002 West 23rd Street, Suite 400 Panama City, Florida 32405	$ 99.99	99.99%
	$100.00	100.0%

STATE OF FLORIDA)
) SS:
COUNTY OF BAY)

The foregoing instrument was acknowledged before me this 9th day of March, 2020 by JOSEPH F. CHAPMAN, IV, in his capacity as Vice President of Waddell Plantation, Inc., Manager of RA Hilltop Pointe, LLC, General Partner of Hilltop Pointe, LP, who is (✓) personally known to me or who has ( ) produced photo identification and who executed the foregoing instrument for the uses and purposes therein mentioned and on behalf of said corporation.

NOTARY PUBLIC

Printed Name: _____
Commission No.: _____
Expiring on: _____

MISTY L KENT
MY COMMISSION # GG 154333
EXPIRES: November 3, 2021
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA)
) SS:
COUNTY OF BAY)

The foregoing instrument was acknowledged before me this 4th day of March, 2020 by JOSEPH F. CHAPMAN, IV, in his capacity as Vice President of Waddell Plantation, Inc., a Florida Corporation, who is (✓) personally known to me or who has ( ) produced photo identification and who executed the foregoing instrument for the uses and purposes therein mentioned and on behalf of said corporation.

NOTARY PUBLIC

Printed Name: _____
Commission No.: _____
Expiring on: _____

MISTY L KENT
MY COMMISSION # GG 154333
EXPIRES: November 3, 2021
Bonded Thru Notary Public Underwriters