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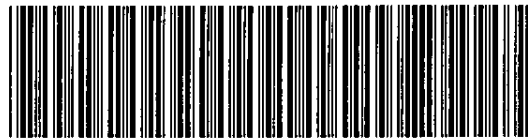
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ACCOUNT NO. : I200000000195

REFERENCE : 032193 9666A

AUTHORIZATION

COST LIMIT

\$ 52.50

ORDER DATE : December 20, 2011

ORDER TIME : 10:01 AM

ORDER NO. : 032193-005

CUSTOMER NO: 9666A

DOMESTIC AMENDMENT FILING

NAME: MIDDLEBURG ASSOCIATES, LTD.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XXX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Stephanie Milnes -- EXT# 2920

EXAMINER'S INITIALS: _____

**AMENDMENT TO MIDDLEBURG ASSOCIATES, LTD. AMENDED AND
RESTATED AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP**
FILED PURSUANT TO F.S.620.1202

THIS AMENDMENT TO MIDDLEBURG ASSOCIATES, LTD. AMENDED AND RESTATED AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP (the "*Agreement*") is entered into effective as of October 25, 2011, by and among MIDDLEBURG ASSOCIATES, LTD., A FLORIDA LIMITED PARTNERSHIP (the "*Partnership*"), LD HOUSING PARTNERS, A FLORIDA JOINT VENTURE (the "*General Partner*"), MIDDLEBURG BLUFFS SELIGMAN, LLC, A FLORIDA LIMITED LIABILITY COMPANY (the "*Co-General Partner*") and MICHAEL SELIGMAN, INDIVIDUALLY (the "*Limited Partner*").

RECITALS

- A. The Partnership was originally formed pursuant to a Limited Partnership Agreement and Certificate dated April 22, 1985, and filed with the Filing Office on August 6, 1985, as amended by First Amendment to the Limited Partnership Agreement filed in the Filing Office on September 22, 1988, as the foregoing were amended and restated by Middleburg Associates, Ltd. Amended and Restated Agreement and Certificate of Limited Partnership dated October 1, 1988, and filed in the Filing Office on October 27, 1988, as further amended by Amendment to Partnership Agreement filed in the Filing Office on February 13, 1989 (the "*Partnership Agreement*").
- B. Pursuant to the Partnership Agreement the General Partner was the General Partner and the Investment Limited Partner was American Affordable Housing II Limited Partnership.
- C. Pursuant to Assignment of Partnership Interests and First Amendment to Partnership Agreement dated October 25, 2011, the limited partnership interest of American Affordable Housing II Limited Partnership was assigned to the Co-General Partner.
- D. Pursuant to Assignment, Assumption, and Conversion Agreement effective as of October 25, 2011 (the "*Assignment Agreement*"), the Co-General Partner transferred and assigned a portion of its limited partnership interest in and to the Partnership consisting of .5% interest as a limited partner to the Limited Partner, and the Co-General Partner converted its remaining limited partnership interest in the Partnership consisting of a 94.5% limited partnership interest to a general partnership interest and became a Co-General Partner with the General Partner, the General Partner retaining a 5% interest as a general partner. Further, the General Partner consented to such transfers, assignments, and conversions effective October 25, 2011 (the "*Admission Date*"). On such Admission Date, the Partners agreed, and hereby agree, that the Limited Partner would be admitted as a limited partner of the Partnership owning a .5% interest as a limited partner in the Partnership, that the Co-General Partner's interest in the Partnership consisting of a 94.5% interest as a limited partner would be converted to a general partnership interest and the Co-General Partner would be admitted as an additional general partner of the Partnership owning a 94.5%

interest as a general partner in the Partnership, and the General Partner would continue as a general partner owning a 5% interest as a general partner in the Partnership.

- E. Pursuant to the Assignment Agreement and in compliance with Articles VII and VIII and Section 13.11 of the Partnership Agreement, the Limited Partner and the Co-General Partner adopt and approve, and hereby adopt and approve, all of the terms and provisions of the Partnership Agreement, and assume, and hereby assume, the obligations of the limited partner as to such .5% limited partnership interest and the obligations of the general partner as to such 94.5% general partnership interest, respectively, in the Partnership as set forth in such Assignment Agreement. In addition, pursuant to the Assignment Agreement, the General Partner consented, and hereby consents, to the right of Michael Seligman to become a limited partner of the Partnership and the right of the limited partner Middleburg Bluffs Seligman, LLC to become a Co-General Partner of the Partnership effective as of the foregoing Admission Date.
- F. The parties hereto agree to the continuation of the Partnership as a limited partnership pursuant to the Florida Revised Uniform Limited Partnership Act (the "*Partnership Act*").

NOW, THEREFORE, the parties hereby agree to the continuation of the Partnership as a limited partnership pursuant to the Partnership Act upon the following terms and conditions which amend the Partnership Agreement:

1. Schedule A of the Partnership Agreement is hereby amended and henceforth shall be as set forth on Schedule "A" attached hereto.
2. The Co-General Partner hereby acknowledges that it has assigned and transferred a .5% limited partnership interest in the Partnership to Limited Partner pursuant to the Assignment Agreement and hereby acknowledges as of the Effective Date of the Assignment Agreement that it no longer owns such interest in the Partnership as a limited partner. Similarly, the General Partner hereby acknowledges that the remaining 94.5% limited partnership interest of the Co-General Partner in the Partnership has been converted to a general partnership interest in the Partnership pursuant to the Assignment Agreement and hereby acknowledges that as of the Admission Date the Co-General Partner, along with the General Partner, are the general partners of the Partnership. The General Partner retains and continues to own a 5% general partnership interest in the Partnership.
3. Section 13.12 entitled "*Time of Admission*" of the Partnership Agreement is hereby amended in its entirety to read as follows:

13.12 Time of Admission. Each Limited Partner, Additional Limited Partner, Substitute Limited Partner or assignee of a limited partnership interest will be deemed to have been admitted as of the first day of the calendar month during which the Partner is admitted or the conditions for transfer of the Limited Partner's interest in the Partnership pursuant to Article VIII are satisfied, as the case may be. Provided, however, that the admission of Middleburg Bluffs Seligman, LLC as the sole Limited Partner of the Partnership shall

be effective as of October 25, 2011. Provided, further that the admission of Michael Seligman as the sole Limited Partner of the Partnership shall be effective as of October 25, 2011. Provided, further, that the conversion of the limited partnership interest of Middleburg Bluffs Seligman, LLC to a general partnership interest in the Partnership, and the recognition of Middleburg Bluffs Seligman, LLC as Co-General Partner shall be effective as of October 25, 2011. Upon any such admission of a Limited Partner or a General Partner the list of Partners described in Schedule A shall be updated appropriately.

4. The foregoing Amendment shall be effective on October 25, 2011.
5. Except as expressly amended herein, all rights, terms, obligations and duties contained in the Partnership Agreement are hereby reinstated, reaffirmed, and consented to in every particular, and shall remain in full force and effect in accordance with the terms and conditions contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Middleburg Associates, Ltd. Amended and Restated Agreement and Certificate of Limited Partnership effective as the date first above written, and declare under penalty of perjury that they have examined the foregoing Amendment to Middleburg Associates, Ltd. Amended and Restated Agreement and Certificate of Limited Partnership and, to the best of their knowledge and belief, the same is true, correct and complete.

Signed and sealed in our presence as witnesses:

Muriel A. Paige
Print Name: Muriel A. Paige
Sheryl White
Print Name: Sheryl White

Signed and sealed in our presence as witnesses:

Marilyn Gerson
Print Name: Marilyn Gerson
Nancy D. Amato
Print Name: Nancy D. Amato

AS TO GENERAL PARTNERSHIP:

**MIDDLEBURG ASSOCIATES, LTD., A FLORIDA
LIMITED PARTNERSHIP**

**BY: LD HOUSING PARTNERS, A FLORIDA
JOINT VENTURE
ITS: GENERAL PARTNER**

**BY: Sanford L. Seligman
SANFORD L. SELIGMAN
ITS: PARTNER**

**BY: Karen J. Seligman
KAREN J. SELIGMAN
ITS: PARTNER**

Signed and sealed in our presence as witnesses:

Muriel A. Paige
Print Name: Muriel A. Paige

Sheryl White
Print Name: Sheryl White

Signed and sealed in our presence as witnesses:

Nancy D'Amato
Print Name: Nancy D'Amato

Sheryl White
Print Name: Sheryl White

Signed and sealed in our presence as witnesses:

Muriel A. Paige
Print Name: Muriel A. Paige

Marilyn Person
Print Name: Marilyn Person

Signed and sealed in our presence as witnesses:

Nancy D'Amato
Print Name: Nancy D'Amato

Sheryl White
Print Name: Sheryl White

AS TO GENERAL PARTNER:

LD HOUSING PARTNERS, A FLORIDA JOINT VENTURE

BY: Sanford L. Seligman
ITS: **SANFORD L. SELIGMAN
PARTNER**

BY: Karen J. Seligman
ITS: **KAREN J. SELIGMAN
PARTNER**

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AS TO CO-GENERAL PARTNER:

**MIDDLEBURG BLUFFS SELIGMAN, LLC, A
FLORIDA LIMITED LIABILITY COMPANY**

BY: Sanford L. Seligman
ITS: **SANFORD L. SELIGMAN
MANAGER/MANAGING MEMBER**

AS TO LIMITED PARTNER:

Michael Seligman
MICHAEL SELIGMAN