



THE UNITED STATES
CORPORATION
COMPANY

A24201

ACCOUNT NO. : 072100000032

REFERENCE : 997385 89670A

AUTHORIZATION :

Patricia Pizette

COST LIMIT : \$ 52.50

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 OCT 15 PM 1:28

ORDER DATE : October 15, 1998

ORDER TIME : 3:10 PM

ORDER NO. : 997385-020

CUSTOMER NO: 89670A

CUSTOMER: Mr. Thomas Flynn
Flynn Property Corporation
Suite 8
516 Lakeview Road
Clearwater, FL 33756-3302

DOMESTIC AMENDMENT FILING

NAME: AFM RRH, LTD.

EFFECTIVE DATE:

7

XX ARTICLES OF AMENDMENT
RESTATED ARTICLES OF INCORPORATION

BK
10/15/98

600002664976--8

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
XX PLAIN STAMPED COPY
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Jeanine Reynolds

EXAMINER'S INITIALS:

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Original

**THIRD AMENDMENT TO
AMENDED AND RESTATED
AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP
OF
AFM-RRH LIMITED**

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THIS AGREEMENT, made and entered into as of the ____ day of April, 1998, by and among JACK SHUBERT as the withdrawing special limited partner and guarantor (the "Withdrawing Special Limited Partner" and, where applicable the "Guarantor"), BAYFIELD LOW INCOME HOUSING LIMITED PARTNERSHIP, the successor in interest to the investor partner, NORWICH ESTATES LIMITED PARTNERSHIP, as the limited partner (herein sometimes the "Limited Partner" and/or "Investor Partner") and AFM ONE, INC., a Florida corporation, as the general partner (the "General Partner") and is entered into in connection with an agreement of sale between JACK SHUBERT and GREENLEAF ENTERPRISES, INC., dated September 6, 1996.

WITNESSETH:

WHEREAS, certain of the Parties previously entered into that certain LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE OF AFM-RRH LIMITED executed on the 25th day of February, 1987 and filed on the 26th day of February, 1987;

WHEREAS, certain of the Parties thereafter entered into that certain CERTIFICATE OF AMENDMENT OF LIMITED PARTNERSHIP executed on the 30th day of October, 1987 and filed on the 15th day of December, 1987, in the office of the Secretary of State, State of Florida; certain of the Parties thereafter entered into that certain AFFIDAVIT OF CAPITAL CONTRIBUTION executed on the 25th day of February, 1987 and filed on the 26th day of February, 1987, in the office of the Secretary of State, State of Florida; certain of the Parties thereafter entered into that certain AMENDED AND RESTATED AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF AFM-RRH LIMITED, dated as of the 13th day of September, 1988 and filed on the ____ day of ____ 1998, in the office of the Secretary of State, State of Florida; and certain of the Parties thereafter entered into that certain AMENDMENT TO AMENDED AND RESTATED AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF AFM-RRH LIMITED, dated as of the 1st day of July, 1990 and filed on the ____ day of ____ 1998, in the office of the Secretary of State, State of Florida; and certain of the Parties thereafter entered into that certain SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF AFM-RRH LIMITED, dated as of the 1st day of March, 1998 and filed on the ____ day of ____ 1998, in the office of the Secretary of State, State of Florida; (the foregoing collectively referred to as the "Partnership Agreement"; Capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Partnership Agreement or in the Plan);

WHEREAS, the parties hereto wish to enter into this Agreement and the Third Amendment to Amended and Restated Agreement and Certificate of Limited Partnership of AFM-RRH LIMITED (the "Third Amendment") for the following purposes: (i) having JACK SHUBERT withdraw as the Special Limited Partner and transfer all remaining interest he has in the Partnership to AFM ONE, INC., the General Partner, and (ii) amending and superseding the Partnership Agreement as hereinafter set forth (All references to sections below shall be to the Partnership Agreement):

NOW, THEREFORE, it is hereby agreed and the Partnership Agreement is hereby further amended and superseded as follows:

(1) Section 1.6 captioned "Special Limited Partner" is hereby deleted in its entirety, except to the extent, if any, that the provisions of paragraph 5 hereof become applicable.

(2) The following provision of Section 6.1 - Capital of the General Partner shall be deleted in its entirety:

"In consideration of the terms and conditions set forth in that certain Agreement for Sale and Purchase Agreement between the Withdrawing General Partner and GREENLEAF ENTERPRISES, INC. dated September 6, 1996 (the "Sale Agreement"), sixty percent (60%) of the interest in the Partnership, its capital, profits, losses, allocations, distributions and all other matters, except as specified in Paragraphs (1), (6) and (9) hereafter or otherwise in this Agreement, of the Withdrawing General Partner are hereby transferred and assigned to the Substitute General Partner."

and the following provision shall be added to Section 6.1 - Capital of the General Partner in its place and stead:

"In consideration of the terms and conditions set forth in that certain Agreement for Sale and Purchase Agreement between the Withdrawing Special Limited Partner and GREENLEAF ENTERPRISES, INC. dated September 6, 1996 (the "Sale Agreement"), one hundred percent (100%) of the any interest in the Partnership, its capital, profits, losses, allocations, distributions and all other matters, except as specified in Paragraphs (1), (6) and (9) of the THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF AFM-RRH LIMITED or otherwise in this Agreement, of the Withdrawing Special Limited Partner are hereby transferred and assigned to the General Partner."

(3) With respect to Sections 6.4 and 9.5 of the Partnership Agreement, the term "General Partner" as used therein shall mean the "Withdrawing Special Limited Partner".

(4) Each section of Article X "ALLOCATIONS" and Article XI "DISTRIBUTIONS" shall be amended to provide as follows:

"All items thereby allocated to the 'Withdrawing Special Limited Partner' as a Special Limited Partner shall hereafter be allocated one hundred percent (100%) to the General Partner."

(5) Nothing herein contained or contained in the Partnership Agreement as amended hereby shall cause more than an aggregate forty-nine percent (49%) interest in the capital or profits of the Partnership to be transferred from the Withdrawing Special Limited Partner to the General Partner, hereby. Anything contained herein or in the Amended and Restated Partnership Agreement to the contrary notwithstanding allocating a greater than forty-nine percent (49%) aggregate interest in the capital or profits of the Partnership to the General Partner hereby shall be of no force or effect with respect to such greater portion thereof and the Withdrawing Special Limited Partner shall continue to hold such greater portion, together with any other interests herein specified, as a Special Limited Partner of the Partnership."

(6) Nothing herein contained shall be deemed to relieve the Withdrawing Special Limited Partner from any liabilities as the General Partner of the Partnership accruing prior to March 1, 1998, except as otherwise specified herein or in the Partnership Agreement accruing subsequent thereto with respect to those items specifically provided as its obligation.

(7) By signing this Agreement the Limited Partner hereby consents to the withdrawal of the Withdrawing Special Limited Partner and the transfer and assignment of its interest in the Partnership to AFM ONE, INC., the General Partner of the Partnership.

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(8) By signing this Agreement the Withdrawing Special Limited Partner hereby withdraws the Special Limited Partner of the Partnership and transfers one hundred percent (100%) of its interest in the capital or profits of the Partnership to AFM ONE, INC., the General Partner of the Partnership, and consents to his having no further interest in the Partnership whatsoever as a Special Limited Partner or otherwise.

(9) In all other respects, the Partnership Agreement is hereby ratified and confirmed by the undersigned parties.

(10) This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

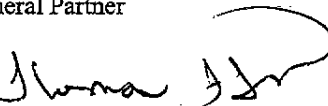
(11) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. In the event that any party is required to enforce the terms of this Agreement by the commencement of a legal action, the prevailing party in any such action will be entitled to have all attorneys' fees and costs reimbursed by the non-prevailing party.

(12) This Amendment shall only become effective after due execution by all parties and thereafter upon the consent and approval by Rural Development (formerly the Farmer's Home Administration) of the withdrawal of the Withdrawing Special Limited Partner and the transfer of the balance of its interest in the Partnership to the General Partner and the other matters set forth herein, it being understood that it is the sole responsibility of the General Partner to secure such consent and approval and (i) General Partner's designee as managing agent of AFM-RRH LIMITED having successfully completed one full year of management of AFM-RRH LIMITED or (ii) thirteen months from the effective date of the SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF AFM-RRH LIMITED, whichever shall later have occurred.

(13) This Agreement amends the Partnership Agreement. In the event that the Parties have not executed a prior amendment to the Partnership Agreement for the purpose of supplementing and amending the Partnership Agreement as required or permitted by the Plan, the Parties shall enter into such an amendment which shall constitute the Partnership Agreement for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have subscribed and sworn to this Agreement as of the date first above written.

AFM ONE, INC.,
a Florida corporation
General Partner

By: 
Thomas F. Flynn, President

Attest:




JACK SHUBERT
Withdrawing Special Limited Partner and
Guarantor

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BAYFIELD LOW INCOME HOUSING LIMITED PARTNERSHIP
(as the successor in interest to Norwich Estates Limited Partnership)

By: Megan Asset Management, Inc.
General Partner and Independent Manager

By: Paul J. Maddock Pres.
Name: Paul J. Maddock
Title: President

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STATE OF FLORIDA
COUNTY OF PINELLAS

On this the _____ day of May, 1998, before me, the undersigned, a notary public of said state, duly commissioned and sworn, personally appeared THOMAS F. FLYNN, as President of AFM ONE, INC., who is personally known to me to be the individual who executed and delivered the foregoing instrument, and he duly acknowledged to me that he executed and delivered the same in his capacity as President of AFM ONE, INC., General Partner of the Partnership and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Carol Hildebrandt

(SEAL)

NOTARY PUBLIC

My commission expires:



Carol Hildebrandt
My Commission CC596337
Expires January 31 2001

STATE OF FLORIDA
COUNTY OF

On this the 31 day of ^{August} ~~May~~, 1998, before me, the undersigned, a notary public of said state, duly commissioned and sworn, personally appeared JACK SHUBERT, who is personally known to me or who produced _____ as identification, and who executed and delivered the foregoing instrument, and he duly acknowledged to me that he executed and delivered the same as the Withdrawing Special Limited Partner and Guarantor of the Partnership and for the purposes therein contained.

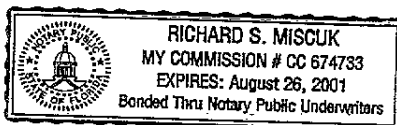
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Richard S. Miscuk

(SEAL)

NOTARY PUBLIC

My commission expires: 8/26/2001



STATE OF NORTH DAKOTA

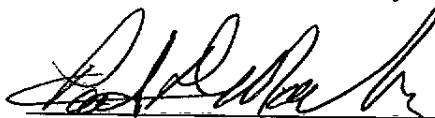
SS

COUNTY OF BURLEIGH

On this the 11 day of May, 1998, before me, the undersigned, a notary public of said state, duly commissioned and sworn, personally appeared Paul J. Maddock, to me known, who being by me duly sworn, did depose and say that he resides at 1401 Canyon Drive, Bismarck, North Dakota 58501; that he is the President of Megan Asset Management, Inc., the corporation described in and which executed and delivered the foregoing instrument as the General Partner of Bayfield Low Income Housing Limited Partnership; and he signed his name thereto on behalf of said corporation for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

(SEAL)



NOTARY PUBLIC

My commission expires: 7-24-2002

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