

# A25312

\_\_\_\_\_  
(Requestor's Name)

\_\_\_\_\_  
(Address)

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(Address)

\_\_\_\_\_  
(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

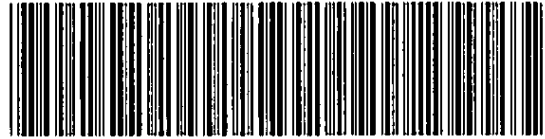
\_\_\_\_\_  
(Business Entity Name)

\_\_\_\_\_  
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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Office Use Only



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OFFICE OF CORPORATIONS  
20 JAN -2 PM 3:30

*Amund*

FEB 04 2020

D CUSHING

COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: Lake North Apartments II, Ltd

Name of Florida Limited Partnership or Limited Liability Limited Partnership

The enclosed Certificate of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Kevin Flynn

Contact Person

Flynn Management Corp

Firm/Company

516 Lakeview Rd. - Villa #8

Address

Clearwater, FL 33756

City, State and Zip Code

annualreports@flynnmanagement.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Kevin Flynn

at ( 727 ) 449-1182

Name of Contact Person

Area Code and Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$52.50 Filing Fee

☐ \$61.25 Filing Fee  
and Certificate of  
Status

☐ \$105.00 Filing Fee  
and Certified Copy

☒ \$113.75 Filing Fee,  
Certified Copy, and  
Certificate of Status

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

20 JAN -2 PM 3:30

FILED  
CLERK OF STATE  
DIVISION OF CORPORATIONS

**CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF**

Lake North Apartments II, Ltd

Insert name currently on file with Florida Department of State

FILED  
STATE DEPT. OF CORP. AFFS.  
20 JAN -2 PM 3:30

Pursuant to the provisions of section 620.1202, Florida Statutes, this Florida limited partnership or limited liability limited partnership, whose certificate was filed with the Florida Department of State on 10/13/1987, assigned Florida document number A25312, adopts the following certificate of amendment to its certificate of limited partnership.

This amendment is submitted to amend the following:

**A. If amending name, enter the new name of the limited partnership or limited liability limited partnership here:**

\_\_\_\_\_  
New name must be distinguishable and contain an acceptable suffix.

*Acceptable Limited Partnership suffixes: Limited Partnership, Limited, L.P., LP, or Ltd.*

*Acceptable Limited Liability Limited Partnership suffixes: Limited Liability Limited Partnership, L.L.L.P., or LLLP.*

**B. If amending mailing address and/or principal office address, enter new mailing address and/or principal office address here:**

New Principal Office Address:

*(Must be STREET address)*

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

New Mailing Address:

*(May be post office box)*

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

**C. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:**

Name of New Registered Agent:

Joyce McCormie

New Registered Office Address:

909-A W. Magnolia St.

*Enter Florida street address*

Leesburg

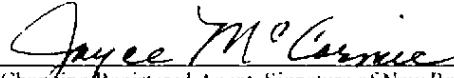
*City*

, Florida 32748

*Zip Code*

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*



If Changing Registered Agent, Signature of New Registered Agent

**D. If amending the general partner(s), enter the name and business address of each general partner being added or removed from our records:**

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
GP	Louis George (Deceased)	909A W. Magnolia St. Leesburg, FL 34748	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
GP	Joyce McCornie	909A W. Magnolia St. Leesburg, FL 34748	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

**E. If the limited partnership or limited liability limited partnership is amending its "limited liability limited partnership" status, enter change here:**

- ☐ This Limited Partnership hereby elects to be a "Limited Liability Limited Partnership."
- ☐ This Limited Partnership hereby removes its "Limited Liability Limited Partnership" status.

**(NOTE: If adding or removing "limited liability limited partnership" status, all general partners must sign this amendment.)**

F. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

See attached "Assignment of General Partner Interest"

Effective date, if other than the date of filing: December 31, 2019

*(Effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)*

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**Signature(s) of a general partner or all general partners\*:**

(\*NOTE: Only one current general partner is required to sign this document unless the limited partnership is adding or removing a "limited liability limited partnership" election statement. Chapter 620, F.S., requires all general partners to sign when adding or removing a "limited liability limited partnership" election statement.)

Joyce McCormie

Joyce E. McCormie

**Signature(s) of all new or dissociating general partner(s), if any:**

Joyce McCormie

Joyce E. McCormie

Filing Fee: \$52.50  
Certified Copy (optional): \$52.50  
Certificate of Status (optional): \$8.75

## ASSIGNMENT OF GENERAL PARTNER'S INTERESTS

### IN LIMITED PARTNERSHIP

**THIS CONSENT TO AND RATIFICATION OF ASSIGNMENT OF GENERAL PARTNER'S INTERESTS** ("Assignment"), made effective the 31<sup>st</sup> day of ~~December~~ 2019, by and between **JOYCE E. McCORMIC** (the "General Partner"), **LAKE NORTH APARTMENTS II, LTD.**, a Florida limited partnership (the "Partnership"), **BOSTON CAPITAL ASSET MANAGEMENT LIMITED PARTNERSHIP**, a Massachusetts Limited Partnership (BCAM), the former asset manager of Boston Capital Tax Credit Fund Limited Partnership (the "Fund" or "Limited Partner") and **TK ASSOCIATES**, a Florida general partnership ("TKA").

**WHEREAS**, the Partnership is governed by that certain Amended and Restated Agreement and Certificate of Limited Partnership dated April 1, 1989, as it may have been further amended from time to time (collectively, the "Partnership Agreement"); and

**WHEREAS**, Louis C. George, was the general partner of the Partnership identified in the Partnership Agreement; and

**WHEREAS**, Louis C. George transferred all of his interest as a general partner in the Partnership (collectively, with any and all other interest in the Partnership owned by her, the "Assigned Interest") to Louis C. George and Ella-Ruth C. George, husband and wife, as trustees of that certain Joint Revocable Living Trust Agreement dated April 15, 1992 (the "George Living Trust") pursuant to that certain Assignment of Limited Partnership Interest dated August 13, 1992 (the "Assignment to Trust"); and

**WHEREAS**, Louis C. George, Jr., as the Successor Trustee of the George Living Trust, transferred the Assigned Interest and all of the George Living Trust's interest as a general partner in the Partnership to Joyce E. McCormic pursuant to that certain Assignment of Partnership Interest dated July 21, 2017 (the "Assignment from Trust"); and

**WHEREAS**, Joyce E. McCormic is the sole owner of the Assigned Interest and all of the interests of the General Partner in the Partnership; and

**WHEREAS**, Section 7.1 of the Partnership Agreement provides that a General Partner may transfer all or any portion of its general partner's interest in the Partnership and thereby appoint its successor with respect to the transferred general partner's interest and withdraw as a General Partner of the Partnership upon the approval of the Limited Partner and the other General Partners of the Partnership, if the transferee agrees in writing to serve as successor General Partner and agrees to be bound by all of the terms and provisions of the Partnership Agreement; and

**WHEREAS**, Joyce E. McCormic has assumed the rights, liabilities, and obligations as a General Partner in the Partnership, and has become bound by all of the terms and provisions of the Partnership Agreement; and

**WHEREAS**, the Fund sold its economic interests in the partnership on August 1, 2013 to TKA; and

**WHEREAS**, the Fund was cancelled and dissolved on March 5, 2015. BCAM was the asset manager to the fund at the time of dissolution. BCAM desires to consent to the transfer of the Assigned Interest to Assignee hereunder, the withdrawal of Assignors as General Partners of the Partnership and the admission of the Assignee as successor General Partner of the Partnership on a where is, as is basis with no recourse to BCAM whatsoever.

**WHEREAS**, the Limited Partner and TKA as the owners of all of the interest of the limited partner in the Partnership, desire to consent to and ratify (1) the previous assignments of the Assigned Interest, including (a) the Assignment to Trust of the Assigned Interest from Louis C. George to the George Living Trust, and (b) the Assignment from Trust of the Assigned Interest from the George Living Trust to Joyce E. McCormic, (2) the previous withdrawals of Louis C. George and the George Living Trust as General Partners of the Partnership and (3) the previous admissions of the George Living Trust and Joyce E. McCormic as a successor General Partner of the Partnership.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties agree as follows:

1. Joyce E. McCormic hereby reconfirms her agreement, made effective as of her acceptance of the Assignment from Trust, to serve as a successor General Partner as required under Section 7.1 of the Partnership Agreement, her agreement to be bound by all of the terms and provisions of the Partnership Agreement, and her assumption and agreement to satisfy all of the liabilities and obligations as a general partner of the Partnership. 5/13

2. The Limited Partner and TKA each hereby consents to and ratifies (a) all previous assignments of the Assigned Interest, including (i) the Assignment to Trust of the Assigned Interest from Louis C. George to the George Living Trust, and (ii) the Assignment from Trust of the Assigned Interest from the George Living Trust to Joyce E. McCormic, (b) the previous withdrawals of Louis C. George and the George Living Trust as General Partners of the Partnership, and (c) the previous admissions of the George Living Trust and Joyce E. McCormic as a successor General Partner of the Partnership.

3. Each of the undersigned agree and acknowledge that Louis C. George and the George Living Trust each previously withdrew as a General Partner of the Partnership upon their respective assignment of the Assigned Interest as provided in Section 7.1 of the Partnership Agreement and Joyce E. McCormic was admitted as successor General Partner of the Partnership as provided in Section 7.1 of the Partnership Agreement upon the Assignment from Trust.


**IN WITNESS WHEREOF**, the parties have executed this Assignment effective as of the day and year first above written.

**GENERAL PARTNER:**

  
JOYCE E. McCORMIC

**PARTNERSHIP:**

**LAKE NORTH APARTMENTS II, LTD.**

By:   
Joyce E. McCormic, General Partner



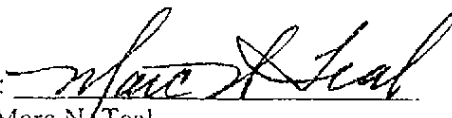
**LIMITED PARTNER:**

**BOSTON CAPITAL TAX CREDIT FUND  
LIMITED PARTNERSHIP,** (Dissolved  
March 5, 2015)

**ASSET MANAGER TO DISSOLVED LP:**

Boston Capital Asset Management Limiter  
Partnership,

By: Boston Capital Corporation, its General  
Partner

By:   
Marc N. Teal  
Senior Vice President

TKA:

TK ASSOCIATES, a Florida general  
partnership

By: 

Kevin T. Flynn, General Partner