

A31445

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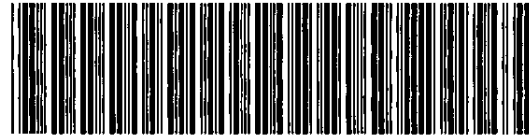
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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TALLAHASSEE, FLORIDA

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J. BRYAN

JAN - 2

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: SUN BAY VILLAGE 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:

Rodney H. Dudley
Contact Person
Dudley Development, LLC
Firm/Company
P. O. Box 2039
Address
Ridgeland, Mississippi 39158-2039
City, State and Zip Code
Rodney@DudleyLLC.com
E-mail address: (to be used for future annual report notification)

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TALLAHASSEE, FLORIDA

For further information concerning this matter, please call:

Rodney H. Dudley at (601) 927-4602
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

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
SUN BAY VILLAGE LTD.**

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TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 620.1202, Florida Statutes, Sun Bay Village Ltd., a Florida limited partnership, whose original Certificate of Limited Partnership Agreement dated April 11, 1991 was filed with the Florida Department of State on April 17, 1991, and amended by (i) First Amendment to the Certificate and Agreement of Limited Partnership dated October 9, 1992 filed with the Florida Department of State on October 20, 1992, (ii) Amended and Restated Certificate and Agreement of Limited Partnership dated as of May 1, 1993 filed with the Florida Department of State on May 25, 1993, and (iii) Certificate of Amendment to Certificate of Limited Partnership filed with the Florida Department of State on April 28, 2003 and assigned Florida document number A31445, adopts the following certificate of amendment to its certificate of limited partnership.

This amendment is submitted to amend the following:

New Principal Office Address:	111 Rolling Meadows Road Ridgeland, Mississippi 39157
New Mailing Address:	P. O. Box 2039 Ridgeland, Mississippi 39158-2039
Name of New Registered Agent:	Dudley TerKeurst
New Registered Office Address:	3000 Joe Ashton Road St. Augustine, FL 32084

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.


Dudley TerKeurst

Removal of General Partners: The following persons are hereby withdrawn as General Partners of the Partnership:

Stanley A. Carver	4284 Hwy 90 Pace, FL 32571
S. Ellen Carver	4284 Hwy 90 Pace, FL 32571

Admission of General Partner: The following person is hereby admitted as a General Partner of the Partnership:

Rodney H. Dudley


P. O. Box 2039
Ridgeland, Mississippi 39158-2039

This certificate of amendment shall be effective at the time of its filing with the Florida Department of State.

DISSOCIATING GENERAL PARTNERS:



S. Ellen Carver

NEW GENERAL PARTNER:


Rodney H. Dudley

STANLEY A. CARVER

By:


Aaron S. Carver, his true and
lawful Attorney-in-Fact

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TALLAHASSEE, FLORIDA

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

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TALLAHASSEE, FLORIDA

SUN BAY VILLAGE LTD.
(A FLORIDA LIMITED PARTNERSHIP)

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

First Amendment to Amended and Restated Certificate and Agreement of Limited Partnership of Sun Bay Village Ltd., a Florida limited partnership (the "Partnership"), dated as of August 31, 2012 (herein referred to as "this Amendment"), executed by and among Stanley A. Carver and S. Ellen Carver, as the retiring General Partners, having an address of 4284 Hwy 90, Pace, Florida 32571 (hereinafter referred to as the "Retiring General Partners"), Rodney H. Dudley, as the incoming General Partner, having an office at 111 Rolling Meadows Road, Ridgeland, Mississippi 39157 with a mailing address of P. O. Box 2039, Ridgeland, Mississippi 39158-2039 (hereinafter referred to as the "Substitute General Partner"), and Countryside Tax Credits Limited Partnership, a Massachusetts limited partnership, as the investor limited partner, having an address c/o Michel Associates, Ltd., Seaport Center - Suite 907, 70 Fargo Street, Boston, Massachusetts 02210 (hereinafter referred to as the "Limited Partner").

Preliminary Statement

The Partnership was formed as a limited partnership under the laws of the State of Florida pursuant to the Certificate of Limited Partnership Agreement dated April 11, 1991 and filed with the Florida Secretary of State (the "Filing Office") on April 17, 1991 and the Limited Partnership Agreement dated April 11, 1991, executed by and among Ronnie C. Davis, as general partner, and Jimmy Alan Scott as limited partner. Said Limited Partnership Agreement and Certificate of Limited Partnership Agreement were amended by a First Amendment to the Certificate and Agreement of Limited Partnership dated October 9, 1992 and filed with the Filing Office on October 20, 1992 to withdraw Ronnie C. Davis as general partner and Jimmy Alan Scott as limited partner and to admit Ralph S. Carver as general partner, and Stanley A. Carver and S. Ellen Carver, as limited partners. The Certificate and Agreement of Limited Partnership were amended and restated in their entireties by the Amended and Restated Certificate and Agreement of Limited Partnership dated as of May 1, 1993 (the "Restated Agreement") in order to (i) enable the Partnership to admit the Limited Partner as the sole limited partner, (ii) provide for the withdrawal of Stanley A. Carver and S. Ellen Carver as limited partners, and (iii) reconstitute the Partnership and set out more fully the rights, obligations and duties of the General Partner and the Limited Partner. By Certificate of Amendment to Certificate of Limited Partnership filed with the Filing Office on April 28, 2003, the Restated Agreement was amended to reflect the retirement of Ralph S. Carver as general partner, and the admission of Stanley A. Carver and S. Ellen Carver as substituted General Partners. The Restated Agreement, as amended, is hereinafter referred to as the "Agreement".

WITNESSETH

WHEREAS, the Retiring General Partners desire to retire from the Partnership as a General Partners and to assign, transfer and convey their entire Partnership Interest as set forth in the Agreement to the Substitute General Partner (the "Transferred Interest").

WHEREAS, the Substitute General Partner desires to accept from the Retiring General Partners said Transferred Interest and desires to be admitted to the Partnership as the sole Managing General Partner.

WHEREAS, the Limited Partner desires to consent to (i) the retirement of the Retiring General Partners from the Partnership as General Partners, (ii) the admission of the Substitute General Partner to the Partnership as Managing General Partner, and (iii) the transfer of the Transferred Interest from the Retiring General Partners to the Substitute General Partner.

NOW, THEREFORE, the parties hereto, desiring to amend the Agreement to effect the foregoing, hereby agree, certify and swear as follows:

1. Assignment and Transfer of Partnership Interest; Retirement of the Retiring General Partner.

By executing this Amendment, the Retiring General Partners hereby grant, set over, assign and transfers all of their right, title and interest in and to the Transferred Interest to the Substitute General Partner as of August 31, 2012, and agree that they have no right, claim or cause of action against the Partnership or the Partners thereof, as Partners, for cash flow or any other item of Partnership income, gain, loss, deduction or credit for Federal income tax purposes as of and subsequent to August 31, 2012 with respect to the Transferred Interest. By executing this Amendment, the Retiring General Partners hereby retire as General Partners of the Partnership as of August 31, 2012. Notwithstanding the foregoing, the Retiring General Partners shall remain liable for any and all liabilities, costs, and expenses of every nature and kind (including reasonable attorneys' fees) which arise out of claims for any acts, omissions or other events with respect to the Transferred Interest, the Mortgage Loan Documents, the Extended Use Agreement, all other Project Documents and any other documents required in connection therewith, or with respect to the Retiring General Partners' position as General Partners, Managing General Partner or Tax Matters Partner, occurring prior to August 31, 2012. Further, the Retiring General Partners, for themselves and all their Affiliates and each of their respective predecessors, parent corporations, holding companies, subsidiaries, affiliates, divisions, members, partners, heirs, successors and assigns, and all of their officers, directors, employees and agents, and any affiliates thereof, do hereby release, cancel, forgive and forever discharge the Partnership and its Partners, the Asset Manager, and each of their respective predecessors, parent corporations, holding companies, subsidiaries, affiliates, divisions, members, partners, heirs, successors and assigns, and all of their officers, directors, employees and agents, and any affiliates thereof, of and from all obligations, debts, demands, actions, causes of action, suits, accounts, covenants, agreements, damages, controversies and executions, and any and all claims, demands and liabilities whatsoever of every kind and nature, both in law and in equity (including Cash Flow or any other item of Partnership income, gain, loss, deduction or credit for Federal income tax purposes), which they now have or ever had or may ever have from the beginning of time to the date hereof, with respect to the Partnership, and any and all transactions that arose or may arise in connection therewith, and they do specifically waive any claim or right to assert any cause of action or alleged case of action or claim or demand which has, through oversight or error intentionally or unintentionally or through a mutual mistake, been omitted from the release contemplated in this section.

2. Acceptance of Assignment and Transfer of Partnership Interest.

By executing this Amendment, the Substitute General Partner hereby accepts the assignment and transfer of the Transferred Interest from the Retiring General Partners, agrees to be bound by the terms and conditions of the Agreement, as amended hereby, as General Partner of the Partnership, and agrees to be bound by the Mortgage Loan Documents, the Extended Use Agreement, all other Project Documents and any other documents required in connection therewith effective as of August 31, 2012. Notwithstanding the foregoing, the Substitute General Partner shall be liable for only those liabilities, costs, and expenses (including reasonable attorneys' fees) which arise out of claims for any acts, omissions or other events with respect to the Transferred Interest, the Mortgage Loan Documents, and the Extended Use Agreement, or with respect to the Substitute General Partner's position as General Partner, Managing General Partner or Tax Matters Partner, occurring on or subsequent to August 31, 2012.

3. Consent of Limited Partner.

By executing this Amendment, the Limited Partner hereby consents and agrees, in accordance with the Agreement, to the assignment and transfer of the Transferred Interest to the Substitute General Partner and consents to the admission of the Substitute General Partner as Managing General Partner of the Partnership effective as of August 31, 2012.

4. Admission of the Substitute General Partner.

The Substitute General Partner is hereby admitted to the Partnership as the sole Managing General Partner thereof. Wherever the names and addresses of the Retiring General Partners, in their capacities as General Partner of the Partnership, appear in the Agreement, there shall be substituted therefor the name and address of the Substitute General Partner.

5. Tax Matters Partner.

Substitute General Partner is hereby designated the Tax Matters Partner, as of August 31, 2012, to administer all tax and finance responsibilities of the Partnership, including, but not limited to, the maintenance of books and records, oversight of policies that relate to compliance with requirements for the Credits and the coordination and management of audits.

6. Project Agreements.

Reference is made to the Operating Deficit Guaranty Agreement dated as of May 1, 1993, the Repurchase Guaranty Agreement dated as of May 1, 1993, the Incentive Management Fee Agreement dated as of May 1, 1993 and the Asset Management Agreement dated as of May 1, 1993 (the "Project Agreements"). By executing this Amendment, the Retiring General Partners hereby (i) acknowledge and agree that they shall remain solely liable for any and all liabilities, costs, and expenses of every nature and kind (including reasonable attorneys' fees) which arise out of claims for any acts, omissions or other events with respect to the Project Agreements and shall indemnify and hold the Substitute General Partner harmless against any and all such liabilities, costs, and expenses, and (ii) grants, sets over, assigns and transfers to the Substitute General Partner, effective as of August 31, 2012, (1) all rights, benefits, undertakings, duties and obligations it may have under the Incentive Management Fee Agreement dated as of May 1, 1993, and (2) all rights, benefits, undertakings, duties and obligations it may have under the Agreement in and to the Incentive Management Fee. By executing this Amendment, the Substitute General Partner hereby accepts the

grant, assignment and transfer of all rights, benefits, undertakings, duties and obligations the Retiring General Partners may have, and agrees to assume all such rights, benefits, undertakings, duties and obligations, under the Incentive Management Fee Agreement dated as of May 31, 1993 effective as of August 31, 2012, and agrees that the Retiring General Partners shall remain solely liable for any and all liabilities, costs, and expenses of every nature and kind (including reasonable attorneys' fees) which arise out of claims for any acts, omissions or other events with respect to the Project Agreements. By executing this Amendment, the Limited Partner hereby consents and agrees to said assignment and assumption effective as of August 31, 2012.

7. Amendments to the Agreement.

The terms of the Agreement shall be specifically amended as follows:

(a) **Section 2.2 Name and Office.** Section 2.2 is hereby deleted in its entirety and the following is substituted in lieu thereof:

Section 2.2 Name and Office

The Partnership shall be conducted under the name and style of Sun Bay Village Ltd. and have a mailing address of P. O. Box 2039, Ridgeland, Mississippi 39158-2039. The principal office of the Partnership within the State shall be located at 3000 Joe Ashton Road, St. Augustine, FL 32084. The Substitute General Partner may at any time change the location of such principal office within the State and shall give prior notice of any such change to the Partners. The resident agent and registered office of the Partnership in the State for service of process is Dudley TerKeurst, 3000 Joe Ashton Road, St. Augustine, FL 32084.

(b) **Section 4.1 General Partners.** Section 4.1 is hereby deleted in its entirety and the following is substituted in lieu thereof:

Section 4.1 General Partners

The General Partner of the Partnership is Rodney H. Dudley. The Managing General Partner of the Partnership shall be Rodney H. Dudley, provided that, if there shall be more than one General Partner, the General Partners shall have the right to designate or change the Managing General Partner at any time by notifying the Limited Partner in writing.

(c) **Section 5.3., Repurchase Obligation,** is hereby deleted in its entirety and the following new Section 5.3 is hereby inserted to the Agreement as follows:

Section 5.3 Redemption of Partnership Interests of Limited Partner

The Limited Partner shall have the right, exercised by giving written notice to the Partnership within one hundred eighty (180) days following the last day of the Compliance Period, to require the Partnership to redeem the Partnership Interest of the Limited Partner for a redemption price of \$100, and the Partnership shall promptly so redeem such Partnership Interest upon such notice, whereupon the Limited Partner shall cease to be a Partner and shall have no further rights, duties or obligations with respect to the Partnership or any of the other Partners.

(d) **Section 6.3.** The last two paragraphs of Section 6.3B are hereby deleted in their entireties and the following new Section 6.3C shall be inserted to the Agreement as follows:

C. Notwithstanding the foregoing, at any time after the fourteenth (14th) anniversary of the first day of the first taxable year of the fifteen (15) year "compliance period" with respect to each of the buildings in the Apartment Complex under Section 42(i)(1)(D) of the Code, the Limited Partner may request that the Partnership do one of the following: (i) sell the Apartment Complex subject to the Extended Use Agreement (a "Continued Compliance Sale") in accordance with clause (i) below; or (ii) subject to the restrictions set forth in the Extended Use Agreement, request that the Agency arrange for the sale of the Apartment Complex after submission of a "Qualified Contract" (as defined in Section 42(h)(6)(F) of the Code) (a "Compliance Termination Sale") in accordance with clause (ii) below.

(i) A request from the Limited Partner for a Continued Compliance Sale ("Continued Compliance Sale Request") shall include the minimum requested sales price at which the Partnership is to sell the Apartment Complex, the Managing General Partner shall cause the Partnership to diligently and continuously market the Apartment Complex, and to use its best efforts to cause the Partnership to sell the Apartment Complex pursuant to a bona-fide purchase agreement. By notice to the Managing General Partner, the Limited Partner shall have the right to modify the terms of a Continued Compliance Sale Request, including without limitation, the minimum purchase price for the Apartment Complex. If the Managing General Partner does not cause the sale of the Apartment Complex by the date six (6) months after the date of the Continued Compliance Sale Request, then upon notice from the Limited Partner, the Managing General Partner shall no longer have the right or obligation under this Section 6.1E to market or sell the Apartment Complex, and the Managing General Partner shall cause the Partnership to enter into a "Marketing Agreement" with the Limited Partner or an Affiliate of the Limited Partner ("Marketing Agent") designated by the Limited Partner. Such Marketing Agreement shall be on the following terms: (I) the Partnership shall authorize the Marketing Agent to perform all acts which the Marketing Agent deems reasonable or necessary to cause the sale of the Apartment Complex (either in a single sale or multiple sales) on terms no less favorable to the Partnership than those set forth in the Continued Compliance Sale Request; (II) the Marketing Agent shall have the authority and power on behalf of the Partnership to engage third party brokers, advertise and otherwise market the Apartment Complex, negotiate with prospective buyers of the Apartment Complex, and negotiate and execute purchase agreements and other agreements related to the sale of the Apartment Complex on behalf of the Partnership; (III) the Marketing Agent shall not be entitled to any fee for its services under the Marketing Agreement, but the Partnership shall reimburse the Marketing Agent for any out-of-pocket costs and expenses reasonably incurred by Marketing Agent in connection with the Marketing Agreement; and (IV) the Partnership shall cooperate fully with the Marketing Agent in connection with the sale of the Apartment Complex, including without limitation providing information concerning the property and executing and/or ratifying contracts related to the marketing and sale of the Apartment Complex.

(ii) After receipt of a request for a Compliance Termination Sale, the Managing General Partner shall make a request to the Agency to obtain a buyer who is willing to acquire and operate the low-income units of the Apartment Complex as a qualified low-income building and who will submit a Qualified Contract for the

low-income portion of the Apartment Complex. If the Agency finds a buyer who will submit a Qualified Contract for the low-income portion of the Apartment Complex, then upon notice from the Limited Partner the Managing General Partner shall cause the Partnership to execute the Qualified Contract and to perform its obligations thereunder. If, however, no Qualified Contract is submitted within one year of the date of the Managing General Partner's request to the Agency, then the Limited Partner may send the Managing General Partner a "Compliance Termination Sale Request", which request shall include the minimum sales price at which the Partnership is to sell the Apartment Complex. Promptly after the receipt by the Managing General Partner of a Compliance Termination Sale Request, the Managing General Partner shall cause the Partnership to diligently and continuously market the Apartment Complex, and to use its best efforts to cause the Partnership to sell the Apartment Complex pursuant to a bona-fide purchase agreement with a Person not an Affiliate of any Member, which Purchase Agreement shall be on terms no less favorable than those set forth in the Compliance Termination Sale Request. By notice to the Managing General Partner, the Limited Partner shall have the right to modify the terms of a Compliance Termination Sale Request, including without limitation, the minimum purchase price for the Apartment Complex. If the Managing General Partner does not cause the sale of the Apartment Complex by the date six months after the date of the Compliance Termination Sale Request, then upon notice from the Limited Partner, the General Partner shall no longer have the right or obligation under this Section 6.1E to market or sell the Apartment Complex, and the Managing General Partner shall cause the Partnership to enter into a Marketing Agreement with the Marketing Agent, which Marketing Agreement shall be on the same terms as set forth in Section 6.1E(i) above, except that references to "Continued Compliance Sale Request" shall be changed to "Compliance Termination Sale Request." If the Agency does submit a Qualified Contract during the one year period and the Partnership does not execute such Qualified Contract, then, in addition to its rights under this Section 6.1E, the Limited Partner shall still have the right to submit a Continued Compliance Sale Request pursuant to Section 6.1E(i) above.

(e) **Section 6.12, Agreement with Michel Associates, Ltd.** Section 6.13 of the Agreement is hereby amended by deleting the last paragraph thereof and the following is substituted in lieu thereof:

Notwithstanding the foregoing, to the extent that the Partnership does not pay the Investor Services Fee (from Available Cash or otherwise) in any year, the General Partners hereby covenant that they will pay the Investor Services Fee in any such year. Any such amounts to be paid by the General Partners pursuant to the preceding sentence shall be paid no later than 90 days after the end of such fiscal year and shall be deemed to be an Operating Loan pursuant to Section 6.6. To the extent that the Partnership does not pay the Investor Services Fee (from operating revenues or otherwise) in any year, or the General Partners do not pay the Investor Services Fee, any such unpaid Investor Services Fee shall accrue and be payable from operating revenues in future years, or from Net Liquidation Proceeds or Net Proceeds of a Capital Transaction.

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FLORIDA

8. **Ratification.**

In all other respects, the Agreement is hereby ratified and confirmed and shall remain in full force and effect as written. The parties hereto, by themselves or through their true and lawful attorneys-in-fact have the full power, authority, and legal right to execute this Amendment, without the consent, approval or other act by any other person, except as specifically provided herein.

9. **Continuation.**

The parties hereto agree to continue the limited partnership known as Sun Bay Village Ltd., formed pursuant to the provisions of the Florida Revised Uniform Limited Partnership Act of 2005, § 620.1101, et seq., Fla. Stat. (2012) (the "Uniform Act"), and elect to be governed by the provisions of the Uniform Act.

10. **Counterparts.**

This Amendment may be executed in counterparts and all such counterparts as so executed, shall constitute an agreement binding upon all the parties hereto.

11. **Defined Terms.**

Capitalized terms utilized herein and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

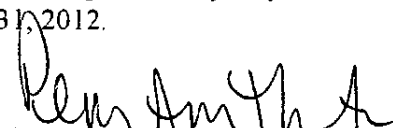
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

SUBSTITUTE GENERAL PARTNER:

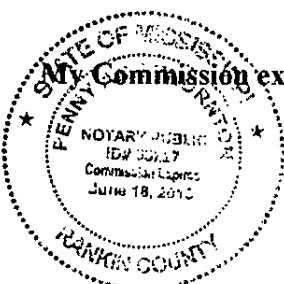

Rodney H. Dudley

State of Mississippi)
County of Madison)

On this the 29th day of August, 2012, before me, the undersigned officer, personally appeared Rodney H. Dudley, who, after first being placed upon his oath, did swear that he is the person whose name is subscribed to the within instrument and that the statements contained therein are true and correct to the best of his knowledge, and he acknowledged that he executed the same for the purposes therein contained as his free act and deed, acting in his capacity as sole Managing General Partner of Sun Bay Village Ltd., as of August 31, 2012.


Notary Public

(NOTARIAL SEAL)



RETIRING GENERAL PARTNER:

S. Ellen Carver
S. Ellen Carver

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State of Florida)
County of Santa Rosa)

On this the _____ day of August, 2012, before me, the undersigned officer, personally appeared S. Ellen Carver, who, after first being placed upon her oath, did swear that she is the person whose name is subscribed to the within instrument and that the statements contained therein are true and correct to the best of her knowledge, and she acknowledged that she executed the same for the purposes therein contained as her free act and deed, acting in her capacity as a Retiring General Partner of Sun Bay Village Ltd., as of August 31, 2012.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

K. L. Houston
Notary Public

My Commission expires: _____



KATHY L. HOUSTON
MY COMMISSION # EE 085220
EXPIRES: April 18, 2015
Bonded Thru Budget Notary Services

(NOTARIAL SEAL)

RETIRING GENERAL PARTNER:

STANLEY A. CARVER

By:

**Aaron S. Carver, his true and
lawful Attorney-in-Fact**

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TALLAHASSEE, FLORIDA

State of Florida)
County of Santa Rosa)

On this the 31st day of August, 2012, before me, the undersigned officer, personally appeared Aaron S. Carver, known to me to be the true and lawful Attorney-in-Fact for Stanley A. Carver, who, after first being placed upon his oath, did swear that he is the person whose name is subscribed to the within instrument and that the statements contained therein are true and correct to the best of his knowledge, and he acknowledged that he executed the same for the purposes therein contained as his free act and deed, the free act and deed of said Stanley A. Carver acting in his capacity as a Retiring General Partner of Sun Bay Village Ltd., as of August 31, 2012.

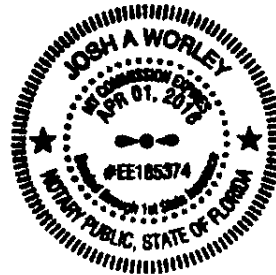
IN WITNESS WHEREOF, I hereunto set my hand and official seal

Josh A Worley

Notary Public

My Commission expires: 4-1-18

(NOTARIAL SEAL)



LIMITED PARTNER:

**COUNTRYSIDE TAX CREDITS LIMITED
PARTNERSHIP**

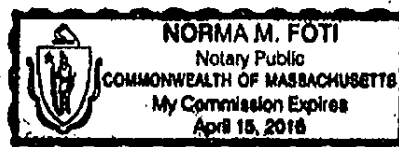
**By: Countryside Investment Corporation,
General Partner**

By: Kenneth J. Michel
Kenneth J. Michel, Manager

Commonwealth of Massachusetts)
) ss.: Boston
County of Suffolk)

On the ____ day of August, 2012, before me, the undersigned notary public, personally appeared the above-named Kenneth J. Michel, proved to me through my personal knowledge of his identity to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, being authorized to do so, as Manager of Countryside Investment Corporation, a Massachusetts corporation, acting in its capacity as a General Partner of Countryside Tax Credits Limited Partnership, a Massachusetts limited partnership, as of August 31, 2012.

Norma M. Foti
Norma M. Foti, Notary Public



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