

Division of Corporations

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Florida Department of State
 Division of Corporations
 Electronic Filing Cover Sheet

A1100000879

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To:
 Division of Corporations
 Fax Number : (850)617-6383

From:
 Account Name : SAXON GILMORE & CARRAWAY, P.A.
 Account Number : I2018000023
 Phone : (813)314-4551
 Fax Number : (813)314-4555

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Email Address: _____ FLCORP@SAXONGILMORE.COM _____

**LP/LLP AMENDMENT/RESTATEMENT/CORRECTION
 VILLAGES AT HALIFAX II, LP**

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$52.50

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CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF

Villages at Halifax II, LP

Insert name currently on file with Florida Department of State

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 11/28/2011, assigned Florida document number A11000000879, 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: 211 N. Ridgewood Avenue
(Must be STREET address) Daytona Beach, FL 32114

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: _____

New Registered Office Address: _____
Enter Florida street address
_____, Florida _____
City Zip Code

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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	PAD Villages at Halifax II GP, LLC	247 N. Westmonte Drive Altamonte Springs, FL 32714	<input type="checkbox"/> Add <input checked="" 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
_____	_____	_____	<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.)

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

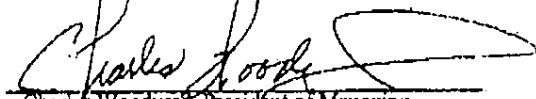
The General Partner interest of PAD Villages at Halifax II OP, LLC was transferred to Villages at Halifax Partners II, LLC by virtue of an Assignment and Assumption Agreement with an effective date of March 31, 2019, a copy of which is attached hereto.

Effective date, if other than the date of filing: _____
(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.)



Charles Woodyard, President of Managing
Member of General Partner

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

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

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**ASSIGNMENT AND ASSUMPTION AGREEMENT
(Managing General Partner Interest in Villages at Halifax II, LP)**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of March 31, 2019 (the "Effective Date"), by and among PAD VILLAGES AT HALIFAX II GP, LLC, a Florida limited liability company ("Assignor"), and VILLAGES AT HALIFAX PARTNERS II, LLC, a Florida limited liability company ("Assignee").

RECITALS

A. WHEREAS, VILLAGES AT HALIFAX II, LP, a Florida limited partnership (the "Partnership") is governed by that certain Second Amended and Restated Agreement of Limited Partnership dated as of February 1, 2016, as amended by that certain First Amendment to Second Amended and Restated Agreement of Limited Partnership dated as of April 22, 2016 (together, the "Partnership Agreement").

B. WHEREAS, Assignor is the owner and holder of the 0.0051% "managing general partner" interest in the Partnership (the "Managing GP Interest"), and Assignee is the owner and holder of a 0.0049% "administrative general partner" interest in the Partnership.

C. WHEREAS, Assignor and Assignee agree that (i) the Managing GP Interest will be granted, conveyed, transferred, assigned and delivered by Assignor to Assignee, (ii) the Managing GP Interest will be received and accepted by Assignee, (iii) Assignor will withdraw and exit from the Partnership, and (iv) Assignee will be the sole general partner of the Partnership. Capitalized terms used herein, but not otherwise defined herein, shall have the meanings given to such terms in the Partnership Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises contained herein by Assignor and Assignee, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee intending legally to be bound hereby agree as follows:

1. As of the Effective Date, and in exchange for a payment of Ten Dollars (\$10.00), Assignor hereby grants, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Managing GP Interest, and Assignee hereby receives and accepts the Managing GP Interest from Assignor. Further, as of the Effective Date, Assignor hereby relinquishes all of its rights and benefits as a Partner in the Partnership and with respect to the Managing GP Interest for all purposes under the Partnership Agreement, and hereby withdraws as a Partner of the Partnership. Except as otherwise provided for within this Agreement, Assignee hereby accepts and assumes all of Assignor's rights, title, interests, benefits, duties, responsibilities, claims, liabilities and obligations with respect to the Managing GP Interest from and after the Effective Date, and is hereby designated as the sole general partner of the Partnership.

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2. This assignment and assumption of the Managing GP Interest constitutes a transfer, assignment and conveyance of all of Assignor's right, title and interest in and to the Managing GP Interest as of the Effective Date. As of the Effective Date, Assignor will be deemed to have withdrawn as a Partner of the Partnership, and Assignee will be deemed to have been designated as the sole general partner of the Partnership.

3. As of the Effective Date, Assignee covenants and agrees to be bound by, and to fully perform and carry-out, the duties, responsibilities and obligations to be observed and/or performed with respect to the Managing GP Interest and the Partnership, as set forth in the Partnership Agreement and all other organizational documents of the Partnership.

4. As of the Effective Date, neither Assignor nor any of its affiliates shall have any right to receive any monies, fees, allocations, distributions, payments, assets or other property due or to become due from the Partnership, including, but not limited to, any repayment of any loans or advances made to the Partnership, except as expressly provided for in this Agreement. As of the Effective Date, and except as provided for in this Agreement, Assignor acknowledges that it no longer has an interest in, or rights or claims against, the Partnership.

5. As of the Effective Date, Assignor and its affiliates shall release, waive and disclaim any right or interest in or to any future Partnership profits, income, gains, losses, deductions, cash flow, distributions, capital proceeds, tax credits or any other aspect of or right inuring to ownership of a partnership interest in the Partnership, but excluding any outstanding or owed Management Fees (or any other fees or payments) to the Management Agent pursuant to the Management Agreement (for which the Management Agent continues to have a claim against the Partnership until such amounts are paid in-full).

6. Assignor and Assignee each represent, warrant and covenant to one another that (i) it is free to enter into and effect this Agreement; (ii) it has the full power and authority to enter into this Agreement and consummate the transactions contemplated hereby; (iii) it has provided its authorization for this Agreement, and this Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms, conditions and provisions; and (iv) the execution and delivery of this Agreement does not, and the performance of this Agreement will not, violate or result in any default under its organizational documents or under any contracts, instruments or agreements to which it is obligated or bound.

7. Assignor and Assignee acknowledge and agree that the Release Date (as defined in the Partnership Agreement) has occurred as of February 6, 2018. Also, Assignor represents that all Requisite Approvals of the Lenders and the Credit Agency have been obtained in accordance with Section 7.1A of the Partnership Agreement. As such, Assignor is hereby transferring the Managing GP Interest to Assignee and withdrawing as a Partner of the Partnership pursuant to Section 7.1.A of the Partnership Agreement.

8. Once executed by Assignor and Assignee, this Agreement shall be binding upon, and inure to the benefit of, Assignor and Assignee and all of their respective heirs, executors and

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administrators, personal and legal representatives, successors and assigns.

9. This Agreement embodies the entire agreement and understanding with respect to the subject matter herein between Assignor and Assignee.

10. The representations, warranties, covenants and obligations contained in this Agreement shall survive the execution of this Agreement and consummation of the transactions contemplated by this Agreement.

11. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts together will constitute but one and the same instrument. A signature of a party to this Agreement sent by facsimile, electronic mail (including a scanned PDF copy sent by electronic mail), or other electronic transmission will have the same force and effect as an original signature of such party.

12. The "WHEREAS" clauses (i.e., Recitals) set forth above are true and correct and are fully incorporated into this Agreement as substantive provisions.

[Remainder of Page Intentionally Blank; Signatures Appear On Following Page]

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IN WITNESS WHEREOF, Intending to be legally bound, both Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

ASSIGNOR:

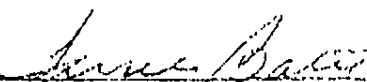
PAD VILLAGES AT HALIFAX II GP, LLC,
a Florida limited liability company

By: _____
Robert M. Picerno, Manager

ASSIGNEE:

VILLAGES AT HALIFAX PARTNERS II, LLC,
a Florida limited liability company

By: Daytona Beach Housing Development Corporation,
a Florida not-for-profit corporation

By: 

Terrill Bates, President

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