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Florida Department of State  
Division of Corporations  
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**LIMITED PARTNERSHIP AMENDMENT**

**CALLAHAN, LTD.**

Certificate of Status	0
Certified Copy	0
Page Count	03
Estimated Charge	\$52.50

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**AMENDED AND RESTATED  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
CALLAHAN LTD.**

This Amended and Restated Certificate of Limited Partnership (this "Amended Certificate") is duly executed and is being filed with the Florida Department of State in accordance with the provisions of Section 620.109 of the Florida Statutes. This Amended Certificate amends and restates and supersedes, in its entirety, that certain Certificate of Limited Partnership Agreement for Callahan Ltd. filed with the Florida Department of State on December 4, 1974, as amended by amendment filed with the Florida Department of State on June 13, 1984. This Amended Certificate shall be effective upon the date of the filing thereof with the Florida Department of State (the "Effective Date").

1. The name of the Limited Partnership is Callahan Ltd.
2. The address of the office of the Limited Partnership required to be maintained by Section 620.105(1) of the Florida Statutes is: 2145 Brown Street, Callahan, Florida 32011.
3. The name and address of the Limited Partnership's agent for service of process required to be maintained by Section 620.105(2) of the Florida Statutes is: Motolaw, Inc., at 50 North Laura Street, Suite 2500, Jacksonville, Florida 32202. *MO3-1595*
4. The name and business address of the sole General Partner of the Limited Partnership is: Hallmark Group Services of Florida, LLC at 3111 Paces Mill Road, Suite A-250, Atlanta, Georgia 30339. Hallmark Group Services of Florida, LLC, a Georgia limited liability company, is registered with the Florida Department of State as required by law, and its status is active.
5. The mailing address for the Limited Partnership is: c/o Hallmark Group, 3111 Paces Mill Road, Suite A-250, Atlanta, Georgia 30339.
6. The latest date upon which the Limited Partnership is to dissolve is December 31, 2025.
7. The Limited Partnership Agreement is amended as noted in the attached Addendum.

[END OF PAGE]

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07-24-08 08:58 FROM-Akerman Senterfitt

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EXECUTED as of the Effective Date.

HALLMARK GROUP SERVICES OF  
FLORIDA, LLC, a Georgia limited liability  
company, as sole General Partner of Callahan  
Ltd.

By:

Martin H. Peterson  
Name: Martin H. Peterson  
Title: Manager

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## ACKNOWLEDGMENT OF REGISTERED AGENT

Having been named to accept service of process and serve as registered agent for Callahan Ltd., at the place designated in the Amended and Restated Certificate of Limited Partnership of Callahan Ltd., the undersigned, by and through its duly elected officer, hereby accepts to act in this capacity, and agrees to comply, in such capacity, with the applicable provisions of Sections 620.105, 620.1051 and 620.192 of the Florida Statutes.

MOTOLAW, INC., a Florida corporation

By:

R. H. Senterfitt  
Name: R. H. Senterfitt  
Title: President

DATED: July 23, 2003.

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## ADDENDUM

**CERTIFICATE OF AMENDMENT  
TO  
LIMITED PARTNERSHIP AGREEMENT  
OF  
CALLAHAN LTD.**

This Certificate of Amendment to Limited Partnership Agreement (this "Certificate") is executed by Hallmark Group Services of Florida, LLC, a Georgia limited liability company ("Hallmark"). Hallmark hereby certifies the following:

1. Hallmark is the general partner of Callahan Ltd., a Florida limited partnership (the "Limited Partnership").
2. Attached as Exhibit A to this Certificate is that certain Amendment to Amended Limited Partnership Agreement of Callahan Ltd. dated as of July 18, 2003 (the "Amendment").

This Certificate is being filed with the Florida Department of State for the sole purpose of satisfying certain requirements of the United States Department of Agriculture Rural Development, and neither this Certificate nor the Amendment is intended or shall be construed as superseding, amending or otherwise affecting in any way that certain Amended and Restated Certificate of Limited Partnership filed with the Florida Department of State on July 24, 2003 with respect to the Limited Partnership.

EXECUTED on November 13, 2003.

HALLMARK GROUP SERVICES OF  
FLORIDA, LLC, a Georgia limited liability  
company, as General Partner of Callahan Ltd.

By:   
Martin H. Petersen, Manager

**EXHIBIT A**

Amendment

AMENDMENT TO AMENDED  
LIMITED PARTNERSHIP AGREEMENT  
OF  
CALLAHAN LTD.

THIS AMENDMENT TO AMENDED LIMITED PARTNERSHIP AGREEMENT is entered into as of the 18th day of July, 2003, by RONNIE C. DAVIS d/b/a D & N DEVELOPMENT COMPANY (the "Withdrawing General Partner" and "Withdrawing Limited Partner"), HALLMARK GROUP SERVICES OF FLORIDA, LLC, a Georgia limited liability company (the "Successor General Partner" and "Substitute Limited Partner"), and the Limited Partners listed on Exhibit "A" attached hereto and by this reference made a part hereof (the "Limited Partners").

WITNESSETH:

WHEREAS, Callahan Ltd. (the "Partnership"), is a Florida limited partnership formed with the filing of that certain Limited Partnership Certificate with the Secretary of State of the State of Florida on December 4, 1974, amended by Second [sic.] Amended Certificate of Limited Partnership, undated, filed with the Secretary of State of the State of Florida on June 13, 1984 (the "Partnership Certificate"), and the execution of that certain Limited Partnership Agreement dated October 11, 1974, as amended by Amended Limited Partnership Agreement dated January 17, 1975 (the "Partnership Agreement"); and

WHEREAS, the Withdrawing General Partner has, by separate Assignment of General Partner Interest, transferred and assigned all of his right, title and interest as a general partner in the Partnership (the "Interest") to the Successor General Partner; and

WHEREAS, the Withdrawing Limited Partner has, by separate Assignment of Limited Partner Interest, transferred and assigned all of his right, title and interest as a limited partner in the Partnership to the Substitute Limited Partner; and

WHEREAS, the Partners desire to further amend the Partnership Agreement as set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby amend the Partnership Agreement and Certificate as follows:

1. The Withdrawing General Partner hereby withdraws as general partner from the Partnership, and the Successor General Partner is hereby admitted as the General Partner, succeeding to all rights and interests, economic and non-economic, held by the Withdrawing General Partner.

2. The Withdrawing Limited Partner hereby withdraws as a limited partner from the Partnership, and the Substitute Limited Partner is hereby admitted as a substitute Limited Partner.

3. Section 1 of the Partnership Agreement is hereby amended to change the principal place of business of the Partnership to 2145 Brown Street, Callahan, Florida 32011.

4. Section 2.4 of the Partnership Agreement is hereby amended to change the name of the General Partner and the Managing General Partner to Hallmark Group Services of Florida, LLC.

5. Section 2.5 of the Partnership Agreement is hereby amended by deleting "William R. Sabis" and inserting in lieu thereof "the limited partners listed on Schedule A attached hereto and by this reference made a part hereof."

6. Section 5.1 of the Partnership Agreement is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

5.1 The Partners have the respective interests in the Partnership indicated on Schedule A. The General Partner interest will not decrease below a 5% interest.

7. Section 8.1 of the Partnership Agreement is hereby amended by deleting the first and last sentences thereof.

8. Section 8.3 of the Partnership Agreement is hereby deleted in its entirety, having been performed in full.

9. Section 10.4 of the Partnership Agreement is hereby deleted in its entirety, having been performed in full.

10. Section 10.5 is hereby deleted in its entirety, having been performed in full.

11. Section 10.6 of the Partnership Agreement is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

10.6 The General Partner agrees to engage the services of Hallmark Management, Inc. to provide management for the project for the allowed management fee; provided, however, that the managing agent shall be subject to removal for nonperformance.

12. Section 10.7 of the Partnership Agreement is hereby amended to change "D & N Development Company" to "The General Partner".



13. Section 14.2 of the Partnership Agreement is hereby amended by deleting the first sentence thereof.

14. Schedule A attached hereto is hereby added to the Partnership Agreement and by this reference made a part thereof.

15. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Partnership Agreement.

16. Except as herein and heretofore specifically amended, the Partnership Agreement shall remain and continue in full force and effect.

17. In the event of a conflict between any provision of this Amendment and any provision in the Partnership Agreement, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Amendment as of the day and year first above written.

WITHDRAWING GENERAL  
PARTNER:

  
Ronnie C. Davis, d/b/a D & N  
Development Company

SUCCESSOR GENERAL PARTNER:

HALLMARK GROUP SERVICES OF  
FLORIDA, LLC, a Georgia limited  
liability company

By:   
Martin H. Petersen, as Manager

WITHDRAWING LIMITED  
PARTNER:

 (SEAL)  
Ronnie C. Davis, d/b/a D & N  
Development Company

SUBSTITUTE LIMITED PARTNER:

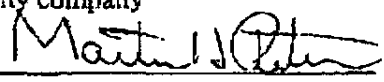
HALLMARK GROUP SERVICES OF  
FLORIDA, LLC, a Georgia limited  
liability company

By:   
Martin H. Petersen, as Manager

LIMITED PARTNERS:

The Limited Partners listed on Schedule  
A attached hereto, by the General  
Partner, their Attorney In Fact:

HALLMARK GROUP SERVICES OF  
FLORIDA, LLC, a Georgia limited  
liability company

By:   
Martin H. Petersen, as Manager

Dr. Robert L. Goluba  
6430 Madison Street  
New Port Richey, FL 34652

5%

Estate of Ruth M. Nelson  
3631 Collins  
Sarasota, FL 33582

10%

Ms. Anne B. Winslow  
5224 Neptune Way  
Tampa, FL 33609

5%

Mr. James A. Winslow, Jr.  
5224 Neptune Way  
Tampa, FL 33609

5%

Hallmark Group Services of Florida, LLC  
3111 Paces Mill Road  
Suite A-250  
Atlanta, Georgia 30339

35%

## CALLAHAN LTD.

## SCHEDULE A

GENERAL PARTNER

<u>Name and Address</u>	<u>Interest</u>
Hallmark Group Services of Florida, I.I.C. 3111 Paces Mill Road Suite A-250 Atlanta, GA 30339	5%

LIMITED PARTNERS

<u>Name and Address</u>	<u>Interest</u>
Mr. William E. Atkinson 100 Klosterman Road Palm Hator, FL 33563	5%
Dr. Robert E. Blackwood 1208 Cimarron Circle Brandenton, FL 34209	5%
Dr. Carl Dann, III 2200 E. Robinson Orlando, FL 32803	10%
Dr. Joseph M. Dimino 504 Palma Sola Blvd. Brandenton, FL 33505	5%
Dr. Richard S. Flatt 2417 Appaloosa Circle Sarasota, FL 34240	5%
Mrs. Nida M. Garrison James P. Garrison P.O. Box 1305 Oakland, CA 95361	5%