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From: Account Name : EDWARDS COHEN  
Account Number : I19980000024  
Phone : (904) 633-7979  
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**LP/LLP AMENDMENT/RESTATEMENT/CORRECTION**

**HALLMARK GROUP SERVICES OF NORTH FLORIDA, LLC**

Certificate of Status	0
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SIXTH AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE OF KISSIMMEE HOMES, LTD.

THIS SIXTH AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT (this "Amendment") is entered into as of the 18th day of August, 2008, by CAROL L. GRAHAM (formerly known as "Carol L. Zimmerly") (the "Withdrawing General Partner"), HALLMARK GROUP SERVICES OF NORTH FLORIDA, LLC, a Georgia limited liability company (the "Successor General Partner"), CITI TRUST, AS TRUSTEE OF THE HERBERT C. WEISER TRUST, and JON L. OSWALD (the "Limited Partners").

WITNESSETH:

WHEREAS, Kissimmee Homes, Ltd. (the "Partnership"), is a Florida limited partnership formed pursuant to and governed by that certain Limited Partnership Agreement dated November 26, 1974 and filed with the Secretary of State of the State of Florida on December 31, 1974, as amended by that certain Amendment to Limited Partnership Agreement dated as of December 30, 1975, as further amended by that certain Second Amendment to Limited Partnership Agreement dated as of October 16, 1980 and filed with the Secretary of State of the State of Florida on April 29, 1981, as further amended by that certain Third Amendment to Limited Partnership Agreement dated December 6, 1985 and filed with the Secretary of State of the State of Florida on December 10, 1985, as further amended by that certain Fourth Amendment to Limited Partnership Agreement dated March 7, 1986 and filed with the Secretary of State of the State of Florida on April 8, 1986, and as further amended by that certain Fifth Amendment to Amended and Restated Certificate of Limited Partnership Kissimmee Homes, Ltd. filed with the Secretary of State of the State of Florida on April 8, 1996 (collectively, the "Partnership Agreement and Certificate"); and

WHEREAS, the Withdrawing General Partner has become the General Partner of the Partnership by virtue of succeeding to the interest of Robert E. Zimmerly in accordance with the provisions of the Fifth Amendment to Amended and Restated Certificate of Limited Partnership Kissimmee Homes, Ltd. referenced above; and

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

WHEREAS, the parties hereto desire to further amend the Partnership Agreement and Certificate 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:

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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 of the Partnership, succeeding to all rights and interests, economic and non-economic, held by the Withdrawing General. The Successor General Partner hereby agrees to be bound by the Partnership Agreement and Certificate, as amended hereby. The Limited Partners hereby confirm their consent to the transfer and assignment of the Interest by the Withdrawing General Partner to the Successor General Partner and waive any right and option to purchase the Interest provided under the Partnership Agreement and Certificate with respect to such transfer and assignment.

2. All references in the Partnership Agreement and Certificate to Chapter 620, Florida Statutes, shall mean the Florida Revised Uniform Limited Partnership Act set forth in Chapter 620, Part I, Florida Statutes, as amended from time to time.

3. All references in the Partnership Agreement and Certificate to Farmers Home Administration shall include any successor administrator of the financing referenced in Section 1.03 (a) of the Partnership Agreement and Certificate, including United States Department of Agriculture Rural Development.

4. Section 1.02 of the Partnership Agreement and Certificate is hereby amended to change the principal place of business of the Partnership to 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607.

5. Section 1.05 (b) of the Partnership Agreement and Certificate is hereby amended to substitute "Martin H. Petersen" for "Ronnie C. Davis".

6. Section 1.05 (c) and Section 4.02 of the Partnership Agreement and Certificate are hereby amended to substitute "Internal Revenue Code of 1986, as amended from time to time" for "Internal Revenue Code of 1954".

7. Section 2.01 of the Partnership Agreement and Certificate is hereby amended to identify the Successor General Partner as the "General Partner" of the Partnership.

8. Section 2.02 of the Partnership Agreement and Certificate is hereby amended to identify the Limited Partners as the "Limited Partners" of the Partnership.

9. Section 3.03 of the Partnership Agreement and Certificate is hereby deleted and the following is hereby substituted in lieu thereof:

"3.03 Units:

For purposes of allocating profits, losses and cash flow, the Partnership shall be divided into one hundred (100) equal units, hereinafter referred to as "units" which shall be distributed among the Partners as follows:

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	<u>No. of Units</u>
<b>General Partner:</b>	
Hallmark Group Services of North Florida, LLC	5.5
<b>Limited Partners:</b>	
Jon L. Oswald	4.5
Citi Trust, as Trustee of The Herbert C. Weiser Trust	90

No Partner, however, shall be deemed to have received any interest in the capital of the Partnership as a result of its receiving credit for units pursuant to this Section. No more than 100 units in the Partnership shall be created without the written consent of all Partners."

10. The phrase "according to the provisions of Paragraph 620.23 of the Florida Statutes" is deleted from the first sentence of Section 6.02 of the Partnership Agreement and Certificate.

11. The notice addresses of the Partners are as follows:

General Partner:

Hallmark Group Services of North Florida, LLC  
3111 Paces Mill Road  
Suite A-250  
Atlanta, Georgia 30339  
Attention: Mr. Martin H. Petersen

Limited Partners:

Mr. Jon L. Oswald  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Citi Trust, as Trustee of  
The Herbert C. Weiser Trust  
c/o Todd M. Skobinsky  
485 Lexington Avenue, 10<sup>th</sup> Floor  
New York, NY 10017

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12. The parties shall cooperate reasonably with each other in connection with any steps required to be taken as part of their respective obligations under this Amendment, and shall execute and deliver to each other such other documents and do such other acts and things, all as any other party may reasonably request for the purpose of carrying out the intent of this Amendment.

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

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

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

16. This Amendment is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Amendment or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Amendment and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law. In the event that any provision of this Amendment or the application thereof shall be invalid or unenforceable, the Partners agree to negotiate (on a reasonable basis) a substitute valid or enforceable provision providing for substantially the same effect as the invalid or unenforceable provision.

17. It is the intention of the parties that all questions with respect to the construction, enforcement and interpretations of this Amendment and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State in which the Partnership is formed, without regard to principles of conflicts of laws.

18. When entered into by the parties hereto, this Amendment is binding upon, and inures to the benefit of, the parties hereto and their respective executors and administrators, personal and legal representatives, successors and assigns.

19. This Amendment and any amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart. This Amendment may be executed as facsimile originals and each copy of this Amendment bearing the facsimile transmitted signature of any party's authorized representative shall be deemed an original.

[END OF PAGE; SIGNATURES BEGIN ON NEXT PAGE]

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

**WITHDRAWING GENERAL PARTNER:**

Carol L. Graham

CAROL L. GRAHAM (formerly known as Carol L. Zimmerly)

**SUCCESSOR GENERAL PARTNER:**

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

By: \_\_\_\_\_  
Martin H. Petersen, as Manager

**LIMITED PARTNERS:**

\_\_\_\_\_, AS TRUSTEE  
OF THE HERBERT C. WEISER TRUST

\_\_\_\_\_  
JON L. OSWALD

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

**WITHDRAWING GENERAL PARTNER:**

CAROL L. GRAHAM (formerly known as Carol L. Zimmerly)

**SUCCESSOR GENERAL PARTNER:**

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

By: Martin H. Petersen  
Martin H. Petersen, as Manager

**LIMITED PARTNERS:**

Citi Trust  
clw Todd Skobinsky AS TRUSTEE OF THE HERBERT C. WEISER TRUST

Todd M. Skobinsky  
Senior Vice President  
Citi Group Trust, Delaware, NA  
JON L. 25501382

Jon L. Skobinsky

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