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**LP/LLLP AMENDMENT/RESTATEMENT/CORRECTION
GV AT GREENWICH LIMITED PARTNERSHIP**

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S. HAWKES

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**AMENDMENT TO
AGREEMENT OF LIMITED PARTNERSHIP OF
GV AT GREENWICH LIMITED PARTNERSHIP**

**THIS AMENDMENT TO THE AGREEMENT OF LIMITED PARTNERSHIP OF
GV AT GREENWICH LIMITED PARTNERSHIP** (this "Amendment") is made effective as
of this 28th day of June, 2010, by and among GV AT GREENWICH, INC., a
Florida corporation (the "General Partner") and LECCSE FAMILY PARTNERSHIP, LTD., a
Florida limited partnership and LECCSE 2004 FUND LIMITED PARTNERSHIP, a Florida
limited partnership (collectively, "Limited Partners").

WHEREAS, GV AT GREENWICH LIMITED PARTNERSHIP (the "Partnership")
is a Florida limited partnership governed by a certain Limited Partnership Agreement dated
September 27, 2005 (the "Partnership Agreement");

WHEREAS, the General Partner and Limited Partners have agreed to amend the
Partnership Agreement in accordance with the terms and conditions provided herein.

NOW THEREFORE, in consideration of the foregoing, the General Partner, and the
Limited Partners do hereby agree as follows:

1. **Article 6. Term.** The term of the Partnership is extended until July 30, 2055.
2. **Article 22.4. Liability of General Partner; Indemnification.** This Section is
modified by adding the following sentence.

"Notwithstanding anything to the contrary herein, the foregoing indemnification is
limited to the greater of (i) liability insurance proceeds; or (ii) the amount of any
distribution approved by HUD from surplus cash, unless otherwise mandated by state
law."

3. **HUD Restrictions.** The Partnership Agreement is hereby amended to add the
following Article:

**Article 23
HUD Restrictions.**

30.1 If any of the provisions of the organizational documents conflict with the terms of
the Mortgage Note, the Mortgage, Security Agreement or Regulatory Agreement for
Multifamily Housing Projects on FHA Project No. 016-11046 (the "Project") executed by the
Greenwich Partnership in favor of Secretary of Housing and Urban Development and all
documents executed in connection therewith (collectively the "HUD Loan Documents"), the
provisions of the HUD Loan Documents will control.

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30.2 No provision required by Secretary of Housing and Urban Development ("HUD") to be inserted into the organizational documents may be amended without prior HUD approval; so long as HUD is the insurer or holder of the Mortgage Note.

30.3 No provision in the organizational documents that results in any of the following will have any force or effect without prior written consent of HUD:

a. Any amendment that in any way affects the HUD Loan Documents between HUD and the Greenwich Partnership;

b. Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional partner;

c. Any amendment that in any way affects the HUD Loan Documents between HUD and the Greenwich Partnership;

d. Any amendment that would authorize any member other than the General Partner(s) or pre-approved Successor General Partner(s) to bind the Partnership or the Greenwich Partnership for all matters concerning the Project which would require HUD's consent or approval;

e. A change in the General Partner(s) or pre-approved Successor General Partner(s) of the Partnership; or

f. Any change in a guarantor of any obligation to HUD.

30.4 The Partnership has authorized the Greenwich Partnership to execute each of the HUD Loan Documents in order to secure a loan to be insured by HUD and to execute such other documents required by HUD in connection with the HUD-insured loan.

30.5 Any incoming Partner must, as a condition of receiving an interest in the Partnership or the Greenwich Partnership agree to be bound by the HUD Loan Documents and any other documents required in connection with HUD-insured loan to the same extent and on the same terms as the other partners.

30.6 Notwithstanding any other provisions, upon any dissolution, no title or right to possession and control of the Project, and no right to collect the rents from the Project, shall pass to any person who is not bound by the HUD Loan Documents in a manner satisfactory to HUD.

30.7 The Partners and any assignee of a Partner are liable in their individual capacity to HUD for:

a. Funds generated from the Project coming into its possession, which by the provisions of the HUD Loan Documents, the person or entity is not entitled to retain;

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b. Its own acts and deeds, or acts and deeds of others which it has authorized and which are in violation of the provisions of the HUD Loan Documents;

c. The acts and deeds of affiliates, as defined in the HUD Loan Documents, which the person or entity has authorized in violation of the provisions of the HUD Loan Documents; and

d. As otherwise provided by law.

30.8 The Partnership shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.

30.9 The Partnership has designated Frank Grosch as its official representative and as representative for the Greenwich Partnership for all matters concerning the Project which require HUD consent or approval. The signature of this person will bind the Partnership and the Greenwich Partnership in all such matters. The Partnership may from time to time appoint a new representative to perform this function, but within three (3) business days of doing so, will provide HUD with written notification of the name, address, and telephone number of its new representative. When a person other than the person identified above has full or partial authority of management of the Project, the Partnership will promptly provide HUD with the name of that person and the nature of the person's management authority.

3. Amendment of Partnership Agreement The Partnership Agreement, as amended by this Amendment, is hereby ratified and confirmed and all other terms contained in the Partnership Agreement shall continue to remain in full force and effect.

4. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. It shall not be necessary for every part hereto to sign each counterpart, but only that each party shall sign at least one such counterpart. A facsimile signature shall be constituted as an original.

[SIGNATURES ON FOLLOWING PAGE]

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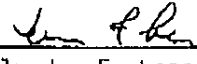
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

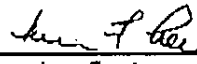
GV GREENWICH, INC., a Florida corporation

By: 
Name: Salvador F. Leccese
Title: President

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LECCESE FAMILY PARTNERSHIP, LTD., a Florida limited partnership


By: LECCESE HOLDINGS, LLC, a Florida limited liability company, its general partner

By: 
Name: Salvador F. Leccese
Title: Managing Member

LECCESSE 2004 FUND LIMITED PARTNERSHIP, a Florida limited partnership

By: LECCESSE FUND GP LIMITED PARTNERSHIP, a Florida limited partnership, its general partner

LECCESSE FUND GP, INC., a Florida corporation, its general partner

By: 
Name: Salvador F. Leccese
Title: President of the General Partner

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