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RAIN TREE APARTMENTS, LTD.

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EXAMINER

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THIRD AMENDMENT TO
RESTATED AGREEMENT
AND CERTIFICATE OF
LIMITED PARTNERSHIP
OF
RAIN TREE APARTMENTS, LTD.

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THIS THIRD AMENDMENT TO RESTATED AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF RAIN TREE APARTMENTS, LTD. (this "Amendment") is entered into as of the 1st day of March, 2011 (the "Effective Date"), by XEBEC, INCORPORATED, a Florida corporation, and JACK C. WHITE (collectively, the "Withdrawing General Partners"), HALLMARK GROUP SERVICES OF ALABAMA, LLC, a Georgia limited liability company (the "Successor General Partner"), and the Limited Partners.

WITNESSETH:

WHEREAS, Rain Tree Apartments, Ltd. (the "Partnership"), is a Florida limited partnership created pursuant to and governed by that certain Certificate of Limited Partnership of Rain Tree Apartments, Ltd. dated May 3, 1978 and filed with the Secretary of State of Florida on June 5, 1978, as amended and restated by that certain Agreement and Certificate of Limited Partnership of Rain Tree Apartments, Ltd. (Restated), dated June 1, 1982 and filed with the Secretary of State of Florida on June 23, 1982, as further amended by that certain First Amendment to Restated Agreement and Certificate of Limited Partnership of Rain Tree Apartments, Ltd., dated August 26, 1982 and filed with the Secretary of State of Florida on November 4, 1982, and as further amended by that certain Second Amendment to Partnership Agreement of Rain Tree Apartments, Ltd. dated June 14, 2010 (collectively, the "Partnership Agreement and Certificate"); and

WHEREAS, as of the Effective Date, the Withdrawing General Partners have, by separate Transfer and Assignment of General Partner Interest, transferred and assigned all of their right, title and interest as general partners in the Partnership (collectively, the "Partnership Interest") to the Successor General Partner; and

WHEREAS, the Partners desire to 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:

1. The Withdrawing General Partners hereby withdraw as general partners from the Partnership, and the Successor General Partner is hereby admitted as the General Partner, substituted for the Withdrawing General Partners and succeeding to all rights and interests, economic and non-economic, held by the Withdrawing General Partners as general partners of the Partnership. The term "General Partners" as used in the Partnership Agreement

and Certificate shall mean the "Withdrawing General Partners" through the Effective Date hereof and the "Successor General Partner" from and after the Effective Date hereof. Without limiting the foregoing, Successor General Partner shall be, and have all powers and rights of, the Managing Partner from and after the Effective Date. Nothing herein contained shall absolve the Withdrawing General Partners or obligate the Successor General Partner for any obligations, losses, liabilities or claims which may have arisen or accrued prior to the Effective Date of this Amendment. The Successor General Partner hereby accepts and agrees to be bound by all the terms and provisions of the Partnership Agreement and Certificate, as modified hereby, accruing from and after the Effective Date of this Amendment, all to the same extent and under the same terms as the Withdrawing General Partners prior to the transfer of their Partnership Interest to the Successor General Partner. The Successor General Partner and the Limited Partners hereby elect to continue the business of the Partnership.

2. The Withdrawing General Partners hereby affirm that, to the best of their knowledge, as of the Effective Date there are no outstanding and unpaid loans or other sums (whether now or hereafter due) owed by the Partnership to the Withdrawing General Partners or any of their affiliates, and to the extent there are any such outstanding and unpaid loans or fees or other sums, the Withdrawing General Partners, on behalf of themselves and their affiliates, hereby assign all of its rights to such payments of the same to the Successor General Partner.

3. Section 1.1 of the Partnership Agreement and Certificate is hereby amended to change the principal office and mailing address of the Partnership to 3111 Paces Mill Road, Suite A-250, Atlanta, Georgia 30339, or such other location or locations as may from time to time be designated by the General Partner.

4. Section 1.3(a) of the Partnership Agreement and Certificate is hereby amended to change the name and business address of the General Partner to Hallmark Group Services of Alabama, LLC, a Georgia limited liability company, 3111 Paces Mill Road, Suite A-250, Atlanta, Georgia 30339. Hallmark Group Services of Alabama, 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 street and mailing address of the office of the Partnership required to be maintained by Section 620.1114(1)(a) of the Florida Statutes is: 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607.

6. The name and address of the Partnership's registered agent required to be maintained by Section 620.1114(1)(b) of the Florida Statutes is: Susan Adams, 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607.

7. The Partnership is not a limited liability limited partnership.

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

9. Except as herein and heretofore specifically amended, the Partnership Agreement

and Certificate shall remain and continue in full force and effect.

10. 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.

11. 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.

12. 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 party 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 parties 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.

13. This Amendment contains the entire understanding between and among the parties and supersedes any prior understandings and agreements between and among them respecting the subject matter of this Amendment.

14. 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.

15. This Amendment 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.

16. The Recitals are incorporated herein and made a part hereof.

[END OF PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Amendment as of the Effective Date.

**WITHDRAWING GENERAL
PARTNERS:**

XEBEC, INCORPORATED, a Florida
corporation

By: _____

Title: _____

[CORPORATE SEAL]

JACK C. WHITE

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**SUCCESSOR GENERAL
PARTNER:**

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

By: Martin H. Petersen (SEAL)
Martin H. Petersen, as Manager

SIGNATURES CONTINUE ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Amendment as of the Effective Date.

WITHDRAWING GENERAL PARTNERS:

XEBEC, INCORPORATED, a Florida corporation

By:

Title:

[CORPORATE SEAL]

JACK C. WHITE

STATEMENT OF STATE
TALLHASSEE, FLORIDA

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**SUCCESSOR GENERAL
PARTNER:**

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

By: _____ (SEAL)

Martin H. Petersen, as Manager

SIGNATURES CONTINUE ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Amendment
as of the Effective Date.

**WITHDRAWING GENERAL
PARTNERS:**

XEBEC, INCORPORATED, a Florida
corporation

By: _____

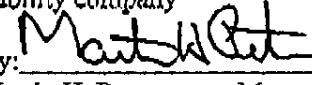
Title: _____

[CORPORATE SEAL]


JACK C. WHITE

**SUCCESSOR GENERAL
PARTNER:**

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

By:  (SEAL)
Martin H. Petersen, as Manager

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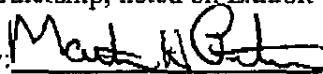
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[SIGNATURES CONTINUE FROM PRIOR PAGE]

LIMITED PARTNERS:

HALLMARK GROUP SERVICES OF
ALABAMA, LLC, a Georgia limited
liability company, as Attorney-in-Fact
for the Limited Partners of the
Partnership, listed on Exhibit "A"

By:  (SEAL)
Martin H. Petersen, as Manager

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ACKNOWLEDGMENT OF REGISTERED AGENT

Having been named to accept service of process and serve as registered agent for Rain Tree Apartments, Ltd., at the registered office located at 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607, the undersigned hereby accepts to act in this capacity, and agrees to comply, in such capacity, with the applicable provisions of Sections 620.1114, 620.1115, 620.1116, and 620.1117 of the Florida Statutes.


SUSAN ADAMS

DATED: 3/1, 2011.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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RAIN TREE APARTMENTS, LTD.

EXHIBIT A

LIMITED PARTNERS

<u>Limited Partner</u>	<u>Interest</u>
Dr. Joel T. Alford 6220 Manatee Ave. W., Suite 400, Bradenton, FL 34209	3.80
Dr. Michael Alpern 547 North Shore Drive, Charlotte Harbor, FL 33950	3.80
Dr. Benjamin S. Babasa 11169 Cindy Dr., Brooksville, FL 33512	3.80
Dr. Dale Barnes and Mrs. Brenda Barnes 2115 Kaylee Drive, The Villages, FL 32162	3.80
Dr. Ed Capone 11528 U.S. Highway 19, Port Richey, FL 34668	3.80
Dr. Carl Friedman P.O. Box 6183, Terra Ceia, FL 33591	3.80
Feliciano C. Gonzales, as Trustee of the F.C. Gonzales Living Trust 1824 King's Highway, Kissimmee, FL 32741	9.50
Dr. Nicholas Grimondo 1319 Highway 41 North, Inverness, FL 32650	3.80
Dr. Carl Jongh 3327 7 th St. Circle West, Palmetto, FL 34221	3.80
Dr. Robert J. Kudelko 7163 Hunt Club Lane, Seminole, FL 34646	9.50
Ms. Kathryn S. Leveault 6058 Tarawood Drive, Orlando, FL 32819	7.60
Dr. Stephen Pierce 8912 12 th Ave N.W., Bradenton, FL 34209	3.80

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TALLAHASSEE, FLORIDA

[CONTINUED FROM PREVIOUS PAGE]

Dr. Jack Richardson 16950 Waterline Road, Bradenton FL 34212	3.80
Dr. Philip Shettle and Mrs. Sue Shettle 1670 Fox Road, Clearwater, FL 33516	3.80
Dr. Charles Thomas 5382 So. Suncoast Blvd., Homosassa, FL 32646	7.60
Dr. Howard Zucker 90 Alpine Way, Weaverville, NC 28787	3.80

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