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J. SAULSBERRY
EXAMINER

AUG 22 2013

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Mission Hills Apartments, Ltd.

DOCUMENT NUMBER: A07923

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Jennifer Sisson

Name of Contact Person

Sisson and Sisson Law Firm

Firm/ Company

2171 Judicial Drive, Suite 215

Address

Germantown, TN 38138

City/ State and Zip Code

pdees@tescoproperties.com

E-mail address: (to be used for future annual report notification)

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TALLAHASSEE, FL 32301

For further information concerning this matter, please call:

Jennifer Sisson

Name of Contact Person

at (901) 759-7269

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

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Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Prepared By and Return To:
Sisson and Sisson Attorneys
2171 Judicial Drive, Suite 215
Germantown, Tennessee 38138

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OFFICE OF THE SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FORTY-NINTH AMENDMENT TO
AMENDED AND RESTATED CERTIFICATE AND AGREEMENT
OF LIMITED PARTNERSHIP OF MISSION HILLS APARTMENTS, LTD.

THIS FORTY-EIGHTH AMENDMENT TO AMENDED AND RESTATED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP, amending that certain Certificate and Agreement of Limited Partnership dated September 1, 1979, and amended as of October 29, 1979; as amended as of February 15, 1980; May 27, 1980; September 14, 1986; November 14, 1987; January 1, 1988; January 1, 1990; January 1, 1991; July 1, 1994; October 1, 1994; December 31, 1995; September 30, 1996; December 31, 1996; June 30, 1997; December 31, 1997; November 13, 1998; September 10, 1999; September 21, 1999; January 1, 2000; May 11, 2001; December 31, 2001; June 30, 2002; December 31, 2002, August 14, 2003, June 30, 2004, December 31, 2003, January 1, 2004, May 11, 2005, March 31, 2005, December 31, 2005, December 31, 2006, March 31, 2007, September 30, 2007, June 30, 2007, March 31, 2007, December 31, 2008, January 1, 2008, June 1, 2009, January 1, 2012, August 16, 2012, and January 1, 2012 and filed of record in the Office of the Secretary of State, State of Florida (the "Agreement"), is made and sworn to as of the 1st day of August, 2013, by and among TESCO PROPERTIES, INC., (f/k/a UMIC PROPERTIES, INC.), a Tennessee corporation, having its principal offices at 2171 Judicial Drive, Suite 200, Germantown, Tennessee 38138 (the "Administrative General Partner"); ROYAL AMERICAN DEVELOPMENT, INC., a Florida corporation, with its principal offices at 1002 W. 23rd Street, Suite 400, Panama City, Florida 32405 (the "Developer General Partner"); JOSEPH F. CHAPMAN, III, a resident of Panama City, Florida (the "Individual General Partner"); JPL HOLDINGS, a Tennessee general partnership, with its principal offices at 2171 Judicial Drive, Germantown, Tennessee (the "Special Limited Partner"), and the Limited Partners whose names and addresses are contained in the Agreement, (the "Limited Partners").

WITNESSETH:

WHEREAS, the Parties hereto are all the Partners of Mission Hills Apartments, Ltd. which developed, owns, and operates a 112-unit residential housing project in Tallahassee, Florida, for families and elderly persons of low and moderate income; and,

WHEREAS, the Partners wish to refinance the property with a loan insured by the Department of Housing and Urban Development (hereinafter "HUD"); and,

WHEREAS, it is the purpose of this forty-ninth Amendment to the Agreement of Limited Partnership to amend the Partnership Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Section 3.03 shall be deleted and replaces with the following:

3.03 Special Provisions Required by HUD

- (a) Applicability of Article XIII Provisions. The provisions of this Article XIII shall be applicable during such period of time as a mortgage loan is either insured or held by the Secretary of Housing and Urban Development ("HUD").
- (b) HUD Provisions

- (i) Unless otherwise approved in writing by HUD, the Partnership's business and purpose shall consist solely of the ownership, operation and maintenance of FHA Project No. 063-11092 (the "Project") known as Mission Hills Apartments located in Tallahassee, Florida, and activities incidental thereto. The Partnership shall not engage in any other business or activity. The Project shall be the sole asset of the Partnership, which shall not own any other real estate other than the aforesaid Project.
- (ii) The Partnership intends to obtain a mortgage loan to be insured by HUD under Section 223(f) of the National Housing Act, as amended, with respect to the Project. The Partnership is authorized to execute a Regulatory Agreement with HUD (the "Regulatory Agreement"), a promissory note (the "Note"), a mortgage, deed of trust, security deed or equivalent instrument (the "Security Instrument") and any other documents required by HUD in connection with the HUD-insured loan (hereinafter collectively called the "HUD Loan Documents").
- (iii) If any of the provisions of this Agreement, the Certificate of Limited Partnership or any other documents executed in connection with the organization of the Partnership conflict with the provisions of the HUD Loan Documents, the HUD Loan Documents shall control. So long as HUD is insurer or holder of the Note, no provision required by HUD to be inserted into the organizational documents may be amended without HUD's prior written approval.
- (iv) None of the following will have any force or effect without the prior written consent of HUD:
- i. Any amendment to the organizational documents that modifies the term of the Partnership's existence;
 - ii. Any amendment to the organizational documents that triggers application of the HUD previous participation certification requirements (as set forth in Form HUD-2530, Previous Participation Certification, or 24 C.F.R. §200.210 et seq);
 - iii. Any amendment to the organizational documents that in any way affects the HUD Loan Documents;
 - iv. Any amendment to the organizational documents that would authorize any officer other than the one previously authorized by HUD to bind the Partnership for all matters concerning the Project which requires HUD's consent or approval;
 - v. A change to the organizational documents that is subject to the HUD TPA requirements contained in Chapter 13 of HUD Handbook 4350.1 REV-1, or that require a vote of those who control the Partnership; or
 - vi. Any change in a guarantor of any obligation to HUD (including those obligations arising from violations of the Regulatory Agreement).
- (v) Any incoming partners of the Partnership must as a condition of receiving an interest in the Partnership agree to be bound by the HUD Loan Documents and all other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other shareholders.
- (vi) 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 or entity that is not bound by the Regulatory Agreement in a

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manner satisfactory to HUD.


- (vii) The key principals of the Partnership identified in the Regulatory Agreement are liable in their individual capacities to HUD to the extent set forth in the Regulatory Agreement.
- (viii) The Partnership shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.
- (ix) The Partnership has designated Tesco Partners, Inc. as its official representative for all matters concerning the Project that require HUD consent or approval. The signature of this representative will bind the Partnership entity in all such matters. The Partnership entity may from time to time appoint a new representative to perform this function, but within three 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 with respect to management of the Project, the Partnership will promptly provide HUD with the name of that person and the nature of that person's management authority.
- (x) Notwithstanding any provision in this Agreement to the contrary, for so long as the Project is subject to a loan insured by HUD, any obligation of the Partnership to provide indemnification under this Agreement shall be limited to (i) coverage afforded under any liability insurance carried by the Partnership and (ii) available "surplus cash" of the Partnership as defined in the Regulatory Agreement."

2. Except as hereby amended, the partnership agreement shall remain in full force and effect as written, and the Partners shall have the full benefit thereof.

IN WITNESS WHEREOF, this forty-ninth Amendment to Amended and Restated Certificate and Agreement of Limited Partnership of Mission Hills Apartments, Ltd., has been executed by the parties as of the day and year above written.

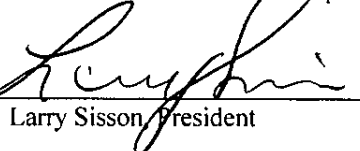
GENERAL PARTNERS:

By: TESCO Properties, Inc., f/k/a UMIC Properties, Inc.,
as Attorney-in-Fact, pursuant to
Section 8.16 of the Partnership Agreement

By: 
Larry Sisson, President

LIMITED PARTNERS AND SPECIAL
LIMITED PARTNER:

By: TESCO Properties, Inc., (f/k/a UMIC Properties, Inc.)
as Attorney-in-Fact, pursuant to
Section 9.04 of the Partnership Agreement

By: 
Larry Sisson, President

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STATE OF TENNESSEE:
COUNTY OF SHELBY :

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared LARRY SISSON, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the President of TESCO PROPERTIES, INC., a corporation, (f/k/a UMIC Properties, Inc.), the Attorney-in-Fact for the General Partners of Mission Hills Apartments, Ltd., the within named bargainor, a limited partnership, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 8th day of August, 2013.

Aimee Montgomery
Notary Public

My commission expires: 8-1-16



STATE OF TENNESSEE:
COUNTY OF SHELBY :

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared LARRY SISSON, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the President of TESCO PROPERTIES, INC., a corporation, (f/k/a UMIC Properties, Inc.), the Attorney-in-Fact for all Limited Partners and Special Limited Partner of Mission Hills Apartments, Ltd., the within named bargainor, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 8th day of August, 2013.

Aimee Montgomery
Notary Public

My commission expires: 8-1-16



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NOTARY PUBLIC STATE OF TENNESSEE