

A12619

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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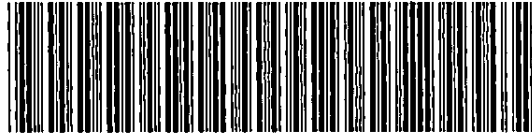
(Business Entity Name)

(Document Number)

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03/13/08--01008--002 **55.00

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
08 MAR 12 AM 8:57

T. HAMPTON

MAR 13 2008

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: BALDWIN VILLAGE APARTMENTS, LTD.

(Name of Florida Limited Partnership or Limited Liability Limited Partnership)

The enclosed Certificate of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Gregory M. Dawson, Esq.

(Contact Person)

Edwards Cohen

(Firm/Company)

6 East Bay Street, Suite 500

(Address)

Jacksonville, FL 32202

(City, State and Zip Code)

For further information concerning this matter, please call:

Gregory M. Dawson, Esq

(Name of Contact Person)

at (904)

633-7979

(Area Code and Daytime Telephone Number)

Enclosed is a check for the following amount:

☐ \$52.50 Filing Fee

☐ \$61.25 Filing Fee
and Certificate of
Status

☒ \$105.00 Filing Fee
and Certified Copy

☐ \$113.75 Filing Fee,
Certified Copy, and
Certificate of Status

STREET ADDRESS:

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

MAILING ADDRESS:

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



FLORIDA DEPARTMENT OF STATE
Division of Corporations

RECEIVED

08 MAR 12 AM 12:58

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

March 5, 2008

BALDWIN VILLAGE APARTMENTS, LTD
4040 NEWBERRY RD
STE 1000
GAINESVILLE, FL 32607

SUBJECT: BALDWIN VILLAGE APARTMENTS, LTD.
Ref. Number: A12619

We have received your document for BALDWIN VILLAGE APARTMENTS, LTD. and check(s) totaling \$50.00. However, the document has not been filed and is being retained in this office for the following reason(s):

There is a balance due of \$2.50. Refer to the attached fee schedule for the breakdown of fees. Please return a copy of this letter to ensure your money is properly credited.

We regret that we were unable to contact you by phone. Please return the corrected document with a letter providing us with a telephone number where you can be reached during working hours.

Please return a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6855.

Tammy Hampton
Regulatory Specialist II

Letter Number: 108A00013719



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 20, 2008

BALDWIN VILLAGE APARTMENTS, LTD
4040 NEWBERRY RD
STE 1000
GAINESVILLE, FL 32607

SUBJECT: BALDWIN VILLAGE APARTMENTS, LTD.
Ref. Number: A12619

RECEIVED
08 MAR -4 PM 4:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We have received your document for BALDWIN VILLAGE APARTMENTS, LTD. and your check(s) totaling \$8000.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The total amount due to reinstate is \$9000.00.

There is a balance due of \$1000.00.

We are holding the admentment paperwork.

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6855.

Tammy Hampton
Regulatory Specialist II
Registration/Qualification Section

Letter Number: 008A00010848

FOURTH AMENDMENT TO
LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE
OF BALDWIN VILLAGE APARTMENTS, LTD.

THIS FOURTH AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE OF BALDWIN VILLAGE APARTMENTS, LTD. (this "Amendment") is entered into as of the 30th day of November, 2007, by L. E. THOMAS INVESTMENT CORPORATION, a dissolved Florida corporation (the "LETIC"), HALLMARK GROUP SERVICES OF NORTH FLORIDA, LLC, a Georgia limited liability company (the "Successor General Partner"), THE SALVATION ARMY, a Georgia corporation ("TSA"), and MARTIN H. PETERSEN, a Georgia resident (the "New Limited Partner").

W I T N E S S E T H:

WHEREAS, Baldwin Village Apartments, Ltd. (the "Partnership"), is a Florida limited partnership formed with the filing of that certain Limited Partnership Agreement with the Secretary of State of the State of Florida on June 3, 1982 (the "Original Partnership Agreement and Certificate"); and

WHEREAS, the Original Partnership Agreement and Certificate, was amended by that certain Amendment of Baldwin Village Apartments, Ltd. Limited Partnership Agreement and Certificate, dated December 21, 1983, filed with the Secretary of State of the State of Florida on October 12, 1984, as further amended by that certain Second Amendment to Baldwin Village Apartments, Ltd. Limited Partnership Agreement and Certificate, dated December 24, 1983, filed with the Secretary of State of the State of Florida on October 12, 1984, as further amended by that certain Third Amendment to Baldwin Village Apartments, Ltd. Limited Partnership Agreement and Certificate dated December 2, 1994, filed with the Secretary of State of the State of Florida on March 27, 1995 (collectively, the "Partnership Agreement"); and

WHEREAS, the Estate of L. E. Thomas acquired the interest of L. E. Thomas, deceased, as a limited partner in the Partnership, and subsequently conveyed such limited partner interest to TSA by separate Assignment of Limited Partnership Interests, dated February 12, 2002; and

WHEREAS, LETIC and TSA have, by separate assignments dated on or about the date hereof, transferred and assigned (i) all of LETIC's right, title and interest as a general partner in the Partnership (the "General Partner Interest") to the Successor General Partner, (ii) all of LETIC's right, title and interest as a limited partner in the Partnership to the New Limited Partner, and (iii) TSA's right, title and interest in and to a thirty-two and one-third percent (32-1/3%) interest as a limited partner in the Partnership to the New Limited Partner (with TSA retaining a one percent (1%) interest as limited partner in the Partnership); and

WHEREAS, the Successor General Partner, the New Limited Partner and TSA (the "Partners"), with the joinder of LETIC to evidence its withdrawal from the Partnership, desire to further amend the Partnership Agreement as set forth herein;

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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 as follows:

1. LETIC 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 LETIC as general partner of the Partnership. The Successor General Partner hereby assumes the responsibilities and liabilities of all covenants, representations, warranties and indemnities of the General Partner under the Partnership Agreement to the same extent and under the same terms as LETIC prior to the transfer of the General Partner Interest to the Successor General Partner.

2. LETIC hereby withdraws as a limited partner from the Partnership. The New Limited Partner is hereby admitted as a Limited Partner, succeeding to all rights and interests, economic and non-economic, held by LETIC as to its entire interest as limited partner of the Partnership, and all rights and interests, economic and non-economic, held by TSA as to a thirty-two and one-third percent (32-1/3%) interest as limited partner of the Partnership.

3. Paragraph 1.02 of the Partnership Agreement is hereby amended to change the principal office of the Partnership to 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607, or such other location or locations as may from time to time be designated by the General Partner upon due notice to all Partners.

4. Paragraph 1.05 (b) of the Partnership Agreement is hereby amended to delete the last sentence thereof in its entirety.

5. All references in the Partnership Agreement to "the Internal Revenue Code of 1954" are hereby amended to be references to "the Internal Revenue Code of 1986, as amended," and the General Partner is designated the tax matters partner for the Partnership.

6. Paragraph 2.01 of the Partnership Agreement is hereby amended to read as follows: "Hallmark Group Services of North Florida, LLC, a Georgia limited liability company, shall be the General Partner of the Partnership. No additional General Partner or Partners may be admitted to the Partnership without the written consent of the General Partner and the Rural Development office of the United States Department of Agriculture ("RD"). Additionally, the General Partner shall maintain a minimum of five percent (5%) financial interest in the Partnership as required by RD."

7. All references in the Partnership Agreement to "Farmers Home Administration" are hereby amended to be references to "the Rural Development office of the United States Department of Agriculture."

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8. Paragraph 2.02 of the Partnership Agreement is hereby amended to delete the first sentence and to insert the following in lieu thereof: "Martin H. Petersen and The Salvation Army shall be the Limited Partners of this Partnership".

9. Paragraph 2.03 of the Partnership Agreement is hereby deleted and the following inserted in lieu thereof:

2.03 Interest of the Partners. The interest of the partners shall be as follows:

General Partner:

Hallmark Group Services of North Florida, LLC 33-1/3%

Limited Partners:

Martin H. Petersen 65-2/3%
The Salvation Army 1%

10. Paragraphs 3.05 and 3.06 of the Partnership Agreement are hereby amended to conform to the percentage interests of the Partners set forth in Paragraph 2.03, as amended, with the results that profits and losses shall be allocated and cash flow shall be distributed (a) 33-1/3% to Hallmark Group Services of North Florida, LLC, as General Partner, (b) 65-2/3% to Martin H. Petersen, as Limited Partner, and (c) 1% to The Salvation Army, as Limited Partner.

11. LETIC hereby waives its right of first refusal as provided in Paragraph 5.05 of the Partnership Agreement.

12. Paragraph 5.06 of the Partnership Agreement is hereby amended to delete the last sentence thereof.

13. Paragraph 6.01 (c) of the Partnership Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

"(c) Upon the removal of the General Partner as provided in Paragraph 5.07 without the appointment of a successor General Partner as provided in Paragraph 5.06."

14. Paragraphs 6.03 (d) and (e) of the Partnership Agreement are hereby deleted and the following inserted in lieu thereof:

"(d) To the Limited Partners to the extent of their respective original investment; and

(e) Balance, if any: (i) 33-1/3% to Hallmark Group Services of North Florida, LLC, as General Partner; (ii) 65-2/3% to Martin H. Petersen, as Limited Partner; and (iii) 1% to The Salvation Army, as Limited Partner."

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15. If for any reason the Partnership previously ceased to exist, it is the intent of the Partners to create a new partnership governed by the Partnership Agreement as modified hereby.

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

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

18. 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.

19. The Partnership hereby indemnifies and agrees to hold the TSA harmless from and against any and all third party claims and actions, and associated costs and expenses, including court costs and attorneys' fees, arising out of TSA's status as a limited partner in the Partnership.

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

LETIC:

L. E. THOMAS CORPORATION, a
dissolved Florida corporation

By: 

William C. Cramer, Jr.

Title: President

Date: September 12, 2007

**SUCCESSOR GENERAL
PARTNER:**

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

By: _____

Martin H. Petersen, as Manager

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15. If for any reason the Partnership previously ceased to exist, it is the intent of the Partners to create a new partnership governed by the Partnership Agreement as modified hereby.

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

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

18. 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.

19. The Partnership hereby indemnifies and agrees to hold the TSA harmless from and against any and all third party claims and actions, and associated costs and expenses, including court costs and attorneys' fees, arising out of TSA's status as a limited partner in the Partnership.

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

LETIC:

L. E. THOMAS CORPORATION, a
dissolved Florida corporation

By: _____

Title: _____

**SUCCESSOR GENERAL
PARTNER:**

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

By:  _____

Martin H. Petersen, as Manager

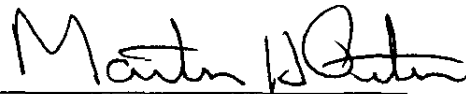
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LIMITED PARTNERS:

THE SALVATION ARMY, a Georgia
corporation

By: _____

Title: _____

A handwritten signature in black ink, appearing to read "Martin H. Petersen", written over a horizontal line.

MARTIN H. PETERSEN

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SIGNATURE PAGE TO FOURTH AMENDMENT TO
LIMITED PARTNERSHIP AGREEMENT

LIMITED PARTNERS:

THE SALVATION ARMY, a Georgia
corporation

By: H. Al Ward

Title: H. AL WARD TREASURER

MARTIN H. PETERSEN

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