

A18696

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

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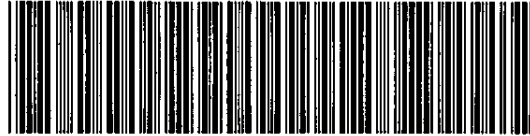
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

N. Outman NOV 19 2015

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Foxrun 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:

Sherri Denton Mallory, Esq.
Contact Person
Mallory Law Firm, P.A.
Firm/Company
1008 Harrison Avenue
Address
Panama City, FL 32401
City, State and Zip Code
sdmallorylaw@comcast.net
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Sherri D. Mallory at (850) 747-8131
Name of Contact Person 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

November 2, 2015

SHERRY DENTON MALLORY, ESQ.
MALLORY LAW FIRM P.A.
1008 HARRISON AVENUE
PANAMA CITY, FL 32401

SUBJECT: FOXRUN APARTMENTS LTD.
Ref. Number: A18696

We have received your document for FOXRUN APARTMENTS LTD. and your check(s) totaling \$61.25. However, the enclosed document has not been filed and is being returned for the following correction(s):

The registered agent must sign accepting the designation.

Please return 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) 245-6051.

Neysa Culligan
Regulatory Specialist II

Letter Number: 615A00023107

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF**

Foxrun Apartments, Ltd.

Insert name currently on file with Florida Department of State

FILED
2015 OCT 30 AM 8:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 620.1202, Florida Statutes, this Florida limited partnership or limited liability limited partnership, whose certificate was filed with the Florida Department of State on December 28, 1984, assigned Florida document number A18696, adopts the following certificate of amendment to its certificate of limited partnership.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited partnership or limited liability limited partnership here:

New name must be distinguishable and contain an acceptable suffix.

Acceptable Limited Partnership suffixes: Limited Partnership, Limited, L.P., LP, or Ltd.

Acceptable Limited Liability Limited Partnership suffixes: Limited Liability Limited Partnership, L.L.L.P. or LLLP.

B. If amending mailing address and/or principal office address, enter new mailing address and/or principal office address here:

New Principal Office Address:

(Must be STREET address)

The Hallmark Companies, Inc.

3111 Paces Mill Road, Suite A 250

Atlanta, GA 30339

New Mailing Address:

(May be post office box)

The Hallmark Companies, Inc.

3111 Paces Mill Road, Suite A 250

Atlanta, GA 30339

C. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

Sherri Denton Mallory, Esq.

New Registered Office Address:

1008 Harrison Avenue

Enter Florida street address

Panama City


City

, Florida 32401

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.


If Changing Registered Agent, Signature of New Registered Agent

D. If amending the general partner(s), enter the name and business address of each general partner being added or removed from our records:

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
<u>GP</u>	<u>E. Wendell Hall</u>	<u>1329 Kingsley Avenue</u> <u>Orange Park, FL 32073</u>	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
<u>GP</u>	<u>Vasant P. Bhide</u>	<u>1329 Kingsley Avenue</u> <u>Orange Park, FL 32073</u>	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
<u>GP</u>	<u>David Carswell</u>	<u>1259 Main Street</u> <u>Chipley, FL 32428</u>	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
<u>GP</u>	<u>Hallmark Group Services</u> of Georgia II, LLC Doc. No. M12000002730	<u>3111 Paces Mill Road</u> <u>Suite A 250</u> <u>Atlanta, GA 30339</u>	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
<u> </u>	<u> </u>	<u> </u>	<input type="checkbox"/> Add <input type="checkbox"/> Remove
<u> </u>	<u> </u>	<u> </u>	<input type="checkbox"/> Add <input type="checkbox"/> Remove

E. If the limited partnership or limited liability limited partnership is amending its "limited liability limited partnership" status, enter change here:

- ☐ This Limited Partnership hereby elects to be a "Limited Liability Limited Partnership."
- ☐ This Limited Partnership hereby removes its "Limited Liability Limited Partnership" status.

(NOTE: If adding or removing "limited liability limited partnership" status, all general partners must sign this amendment.)

F. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

See attached amendment.

Effective date, if other than the date of filing: November 1, 2015

(Effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)

Signature(s) of a general partner or all general partners*:

(*NOTE: Only one current general partner is required to sign this document unless the limited partnership is adding or removing a "limited liability limited partnership" election statement. Chapter 620, F.S., requires all general partners to sign when adding or removing a "limited liability limited partnership" election statement.)

E. Wendell Hall

Vasant P. Bhide

David Carwell

Hallmark Group Services of Georgia II, LLC

By: Martin H. Petersen, Managing Member

Signature(s) of all new or dissociating general partner(s), if any:

E. Wendell Hall

Vasant P. Bhide

David Carwell

Hallmark Group Services of Georgia II, LLC

By: Martin H. Petersen, Managing Member

Filing Fee: \$52.50

Certified Copy (optional): \$52.50

Certificate of Status (optional): \$8.75

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TALLAHASSEE, FLORIDA

F. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

See attached amendment.

Effective date, if other than the date of filing: November 1, 2015
(Effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)

Signature(s) of a general partner or all general partners*:

(*NOTE: Only one current general partner is required to sign this document unless the limited partnership is adding or removing a "limited liability limited partnership" election statement. Chapter 620, F.S., requires all general partners to sign when adding or removing a "limited liability limited partnership" election statement.)

E. Wendell Hall

Vasant P. Bhide

David Carwell

Hallmark Group Services of Georgia II, LLC

By: Martin H. Petersen, Managing Member

Signature(s) of all new or dissociating general partner(s), if any:

E. Wendell Hall

Vasant P. Bhide

David Carwell

Hallmark Group Services of Georgia II, LLC

By: Martin H. Petersen, Managing Member

Filing Fee: \$52.50
Certified Copy (optional): \$52.50
Certificate of Status (optional): \$8.75

Vasant P. Bhide

Vasant P. Bhide

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TALLAHASSEE, FLORIDA

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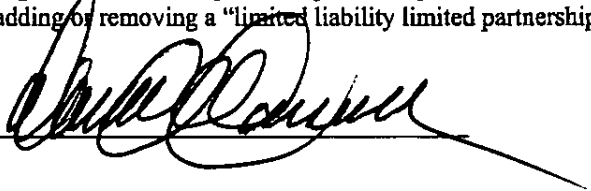
F. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

See attached amendment.

Effective date, if other than the date of filing: November 1, 2015
(Effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)

Signature(s) of a general partner or all general partners*:

(*NOTE: Only one current general partner is required to sign this document unless the limited partnership is adding or removing a "limited liability limited partnership" election statement. Chapter 620, F.S., requires all general partners to sign when adding or removing a "limited liability limited partnership" election statement.)



Signature(s) of all new or dissociating general partner(s), if any:



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TALLAHASSEE, FLORIDA

Filing Fee: \$52.50
Certified Copy (optional): \$52.50
Certificate of Status (optional): \$8.75

F. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

See attached amendment.

Effective date, if other than the date of filing: November 1, 2015

(Effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)

Signature(s) of a general partner or all general partners*:

(*NOTE: Only one current general partner is required to sign this document unless the limited partnership is adding or removing a "limited liability limited partnership" election statement. Chapter 620, F.S., requires all general partners to sign when adding or removing a "limited liability limited partnership" election statement.)

E. Wendell Hall

Vasant P. Bhide

David Carwell

Hallmark Group Services of Georgia II, LLC

By: Martin H. Petersen, Managing Member

Signature(s) of all new or dissociating general partner(s), if any:

E. Wendell Hall

Vasant P. Bhide

David Carwell

Hallmark Group Services of Georgia II, LLC

By: Martin H. Petersen, Managing Member

Martin H. Petersen

Martin H. Petersen

FILED
2015 OCT 30 AM 8:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Filing Fee: \$52.50

Certified Copy (optional): \$52.50

Certificate of Status (optional): \$8.75

FIRST AMENDMENT TO
LIMITED PARTNERSHIP AGREEMENT
AND CERTIFICATE
OF FOXRUN APARTMENTS, LTD.,
A FLORIDA LIMITED PARTNERSHIP

THIS AMENDMENT (the "Amendment") to the Limited Partnership Agreement of Foxrun Apartments, Ltd., a Florida Limited Partnership (the "Partnership") dated effective September 21, 1984, and hereby amended by this amendment as of November 1, 2015, effective as of the Effective Date defined below, by and among HALLMARK GROUP SERVICES OF GEORGIA II, LLC, a Georgia limited liability company authorized to do business in Florida (the "Substitute General Partner"); and E. WENDELL HALL, VASANT P. BHIDE, and DAVID CARSWELL (collectively the "Withdrawing General Partner") and SEABORN L. HOWELL, JR. (together with any successor in interest, the "Withdrawing/Put Limited Partner") and MARTIN H. PETERSEN ("Substitute Limited Partner"),

RECITALS:

A. The Partnership was formed pursuant to the filing of its Certificate of Limited Partnership with the Florida Secretary of State (the "Certificate"). The Partnership is governed by its Limited Partnership Agreement of Foxrun Apartments, Ltd., dated as of September 21, 1984, (the "Partnership Agreement").

B. The parties hereto now desire to amend the Partnership Agreement to reflect (i) the transfer of the Withdrawing General Partner to Substitute General Partner (ii) the withdrawal of Withdrawing General Partners from the Partnership and the admission of the Substitute General Partner into the Partnership (iii) the partial withdrawal of certain Limited Partner and the admission of the Substitute Limited Partner and (iv) certain other matters set forth herein.

C. The parties understand that, following the Effective Date, the Substitute General Partner and Withdrawing/Put Limited Partner and Substitute Limited Partner intend to cause the Partnership to continue to operate, as affordable housing, the Partnership's apartment complex known as Foxrun Apartments (the "Apartment Complex").

NOW THEREFORE, pursuant to the provisions of the Partnership Agreement, the same is hereby amended by the parties as follows:

1. Withdrawing General Partner hereby withdraws as general partner from the Partnership, and Substitute General Partner is hereby admitted as general partner, succeeding to all rights and interests, economic and non-economic, held by Withdrawing General Partner. Substitute General Partner hereby accepts and agrees to be bound by all the terms and provisions of the Partnership Agreement, all to the same extent and under the same terms as Withdrawing General Partner.

2. The Withdrawing/Put Limited Partner hereby withdraws all of its Partnership interest except for 1% in the Partnership, and Substitute Limited Partner is hereby admitted to the Partnership vesting with all of said Withdrawing/Put Limited Partner's interest which it withdrew, and succeeding to all rights and interests, economic and non-economic, held by Withdrawing/Put Limited Partner. Substitute Limited Partner hereby accepts and agrees to be bound by all terms and provisions of the Partnership Agreement, all to the same extent and under the same terms as Withdrawing/Put Limited Partner.

3. The Withdrawing/Put Limited Partner and Substitute Limited Partner hereby consent to the transfer of the GP interest from Withdrawing General Partner to Substitute General Partner, the withdrawal of Withdrawing General Partner, and the admission of Substitute General Partner as a general partner in the Partnership. The GP Interest shall be held by HALLMARK GROUP SERVICES OF GEORGIA II, LLC, a Georgia limited liability company, authorized to do business in Florida.

4. Withdrawing/Put Limited Partner and Substitute Limited Partner hereby acknowledge the satisfaction or waiver of any and all conditions to the transfer of the GP Interest and the admission of the Substitute General Partner.

5. The Substitute General Partner hereby consents to the transfer of the LP interest as described above from Withdrawing/Put Limited Partner to Substitute Limited Partner.

6. General Partner hereby agrees to undertake any and all filings with third parties that may be required in connection with the transfer described herein.

7. General Partner will take all reasonable measures to ensure that all tax returns are filed timely as soon as General Partner has authority to do so.

8. In the event General Partner shall default in its obligations to timely make a required tax filing, then Withdrawing General Partner shall be entitled to engage its own accountants, at the expense of General Partner, to remedy General Partners default. In the event Withdrawing General Partner shall do so, General Partner shall, to the best of its ability, cooperate with and assist Withdrawing General Partner in connection with such remedy.

9. Withdrawing General Partner is an intended beneficiary of Section 6 hereof. Accordingly, neither General Partner, nor their successors in interest or transfers shall amend the provisions of Section 6 hereof absent the prior written consent of Withdrawing General Partner, or, in the case of Section 6 the prior complete compliance with the terms thereof

10. General Partner represents, warrants and covenants that the Certificate is in full force and effect and has not been amended. General Partner represents that the Partnership Agreement is in full force and effect in accordance with its terms and has not been amended, and that there are no breaches or defaults, and no events which would constitute a breach or default with the passage of time, the giving of notice, or the satisfaction of other procedural requirements, by any party under the Partnership Agreement. General Partner represents, warrants and covenants that any

further transfer of the Interests shall be consummated in such manner as to prevent the termination of the Partnership as a limited partnership under local law.

11. Each of General Partner/Substitute General Partner hereby agrees to continue the Partnership pursuant to the Partnership Agreement.

12. A new Section 8.0 is hereby inserted in the Partnership Agreement as follows:

Purchase Option and Put Option.

(a) Right of Seaborn L. Howell, Jr. to Sell Its Interests. At any time from and after _____, 2016 through December 1, 2016 (the "Option Period"), Seaborn L. Howell ("Howell") shall have the right (the "Put Option") to request that the Substitute Limited Partner purchase its remaining Interests (the "Remaining Interests") in consideration of the Substitute Limited Partner paying Howell \$10.00 (the "Put Price"). Howell may exercise the Put Option by giving written notice (the "Put Notice") to the Substitute Limited Partner at any time within ninety (90) days prior to the Option Period (the "Option Notice Period"). When the Put Notice is given, the Substitute Limited Partner may, at his sole discretion, pay the Put Price to Howell. In the event that the Substitute Limited Partner chooses to comply with the Put Option the Put Price must be paid to Howell no later than the expiration of the Option Period. Upon payment of the Put Price, Howell shall withdraw from the Partnership, execute an amendment of the Agreement and such other documents as may be necessary to reflect its withdrawal, and shall assign its Remaining Interest to such Person designated by the Substitute Limited Partner.

(b) Substitute Limited Partner's Option To Purchase Remaining Interest. At any time during the Option Period, the Substitute Limited Partner shall have the option ("Call Option"), exercisable by written notice to Howell given during the Option Notice Period, to purchase the Remaining Interests, in consideration of the Substitute Limited Partner paying Howell \$10.00 (ten dollars) ("Call Price"). If the Substitute Limited Partner timely exercises the Call Option and delivers the Call Price to Howell no later than the expiration of the Option Period, then the Remaining Interests shall be transferred to the Substitute Limited Partner and Howell shall withdraw from the Partnership, execute an amendment of the Agreement and such other documents as may be necessary to reflect its withdrawal, and shall assign its Remaining Interests to such Person as may be designated by the Substitute Limited Partner.

(c) The terms of this Section 8.0 shall be enforceable against and be binding upon Howell, the Substitute Limited Partner, and their respective heirs, successors and assigns.

13. The effective date of this Amendment (the Effective Date) shall be November 1, 2015.

14. In all other respects, the Partnership Agreement shall continue in full force and effect and is hereby ratified and confirmed by the undersigned.

15. This Amendment may be signed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same document.

16. Defined terms used but not defined herein shall have the respective meanings ascribed to them in the Partnership Agreement.

17. Schedule A is attached hereto setting forth the Certificate of Limited Partnership and interests of the partners.

WITHDRAWING GENERAL PARTNER:

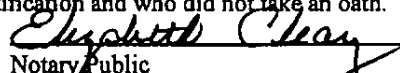

BY: E. WENDELL HALL, individually

BY: VASANT P. BHIDE, individually

BY: DAVID CARSWELL, individually

STATE OF FLORIDA
COUNTY OF Day

The foregoing instrument was acknowledged before me this 15 day of October, 2015, by E. WENDELL HALL, individually, as Withdrawing General Partner of Foxrun Apartments, Ltd., who is personally known to me or who has produced _____ as identification and who did not take an oath.


Notary Public
(SEAL)



13. The effective date of this Amendment (the Effective Date) shall be November 1, 2015.

14. In all other respects, the Partnership Agreement shall continue in full force and effect and is hereby ratified and confirmed by the undersigned.

15. This Amendment may be signed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same document.

16. Defined terms used but not defined herein shall have the respective meanings ascribed to them in the Partnership Agreement.

17. Schedule A is attached hereto setting forth the Certificate of Limited Partnership and interests of the partners.

WITHDRAWING GENERAL PARTNER:

BY: E. WENDELL HALL, individually

Vasant P. Bhide
BY: VASANT P. BHIDE, individually

BY: DAVID CARSWELL, individually

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2015, by E. WENDELL HALL, individually, as Withdrawing General Partner of Foxrun Apartments, Ltd., who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public
(SEAL)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 6 day of October, 2015, by VASANT P. BHIDE, individually, as Withdrawing General Partner of Foxrun Apartments, Ltd., who is personally known to me or who has produced _____ as identification and who did not take an oath.

Angela M. Shearer
Notary Public
(SEAL)



ANGELA M. SHEARER
MY COMMISSION # EE 848176
EXPIRES: March 5, 2017
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by DAVID CARSWELL, individually, as Withdrawing General Partner of Foxrun Apartments, Ltd., who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public
(SEAL)

SUBSTITUTE GENERAL PARTNER:

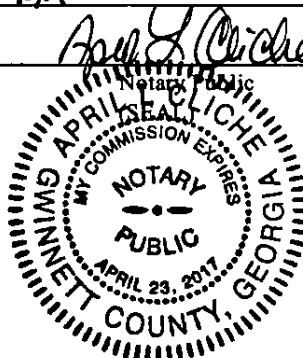
HALLMARK GROUP SERVICES OF GEORGIA II, LLC,
A Georgia limited liability company
authorized to do business in Florida

Martin H. Petersen

BY: MARTIN H. PETERSEN
ITS: Managing Member

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me this 14th day of October, 2015, by MARTIN H. PETERSEN, as Managing Member of HALLMARK GROUP SERVICES OF GEORGIA II, LLC, a Georgia limited liability company, authorized to do business in Florida, as Substitute General Partner of Foxrun Apartments, Ltd., who is personally known to me or who has produced N/A ~~as identification~~ and who did not take an oath.



13. The effective date of this Amendment (the Effective Date) shall be November 1, 2015.

14. In all other respects, the Partnership Agreement shall continue in full force and effect and is hereby ratified and confirmed by the undersigned.

15. This Amendment may be signed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same document.

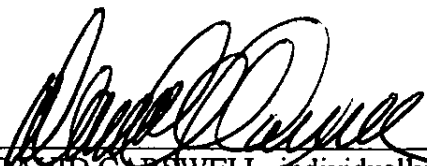
16. Defined terms used but not defined herein shall have the respective meanings ascribed to them in the Partnership Agreement.

17. Schedule A is attached hereto setting forth the Certificate of Limited Partnership and interests of the partners.

WITHDRAWING GENERAL PARTNER:

BY: E. WENDELL HALL, individually

BY: VASANT P. BHIDE, individually



BY: DAVID CARSWELL, individually

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by E. WENDELL HALL, individually, as Withdrawing General Partner of Foxrun Apartments, Ltd., who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public
(SEAL)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by VASANT P. BHIDE, individually, as Withdrawing General Partner of Foxrun Apartments, Ltd., who is personally known to me or who has produced _____ as identification and who did not take an oath.

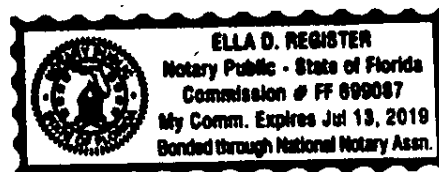
Notary Public
(SEAL)

STATE OF FLORIDA

COUNTY OF Washington

The foregoing instrument was acknowledged before me this 7 day of October, 2015, by DAVID CARSWELL, individually, as Withdrawing General Partner of Foxrun Apartments, Ltd., who is personally known to me or who has produced personally known as identification and who did not take an oath.

ELLA D. REGISTER
Notary Public
(SEAL)



SUBSTITUTE GENERAL PARTNER:

HALLMARK GROUP SERVICES OF GEORGIA II, LLC,
A Georgia limited liability company
authorized to do business in Florida

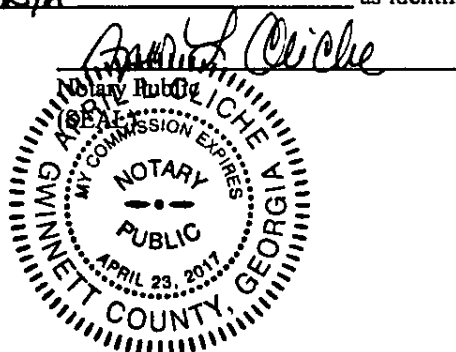
Martin H. Petersen

BY: MARTIN H. PETERSEN
ITS: Managing Member

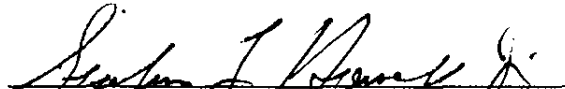
STATE OF GEORGIA

COUNTY OF COBB

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by MARTIN H. PETERSEN, as Managing Member of HALLMARK GROUP SERVICES OF GEORGIA II, LLC, a Georgia limited liability company, authorized to do business in Florida, as Substitute General Partner of Foxrun Apartments, Ltd., who is personally known to me or who has produced N/A as identification and who did not take an oath.

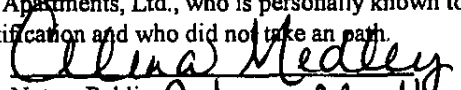


WITHDRAWING/PUT LIMITED PARTNER:



SEABORN L. HOWELL, JR., an individual

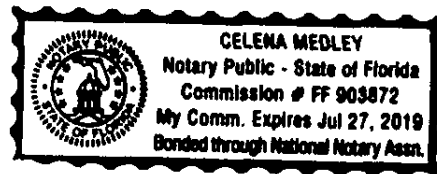
STATE OF FLORIDA
COUNTY OF Holmes

The foregoing instrument was acknowledged before me this 1st day of October, 2015, by SEABORN L. HOWELL, JR., as Withdrawing/Put Limited Partner of Foxrun Apartments, Ltd., who is personally known to me or who has produced FLDL H400-792-41-174-D as identification and who did not take an oath.


Notary Public Celena Medley
(SEAL)


SUBSTITUTE LIMITED PARTNER:


MARTIN H. PETERSEN, an individual



STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me this 14th day of October, 2015, by MARTIN H. PETERSEN, as Substitute Limited Partner of Foxrun Apartments, Ltd., who is personally known to me or who has produced N/A as identification and who did not take an oath.


Notary Public
(SEAL)



Schedule A
to the
Amendment to Limited Partnership Agreement
of

(FOXRUN APARTMENTS, LTD.)

CERTIFICATE OF LIMITED PARTNERSHIP

<u>Name and Address</u>	<u>Interest in Equity</u>	<u>% Interest in Profits & Losses</u>
-------------------------	---------------------------	---

GENERAL PARTNER:

HALLMARK GROUP SERVICES OF GEORGIA II, LLC, a Georgia limited liability company, authorized to do business in Florida 3111 Paces Mill Road, #A-250 Atlanta, GA 30339	75.0%	75.0%
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LIMITED PARTNER:

Martin H. Petersen 3111 Paces Mill Road, #A-250 Atlanta, GA 30339	24.0%	24.0%
Seaborn L. Howell, Jr. 309 South Waukesha Street Bonifay, FL 32425	1.0%	1.0%