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LABELLE COMMONS, LTD.

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**SECOND AMENDMENT TO
LA BELLE COMMONS, LTD.
CERTIFICATE AND AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP**

THIS SECOND AMENDMENT TO LA BELLE COMMONS, LTD. CERTIFICATE AND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP (this "Amendment") is entered into as of the 14th day of May, 2013 (the "Effective Date"), by ROBERT DeHARDER (the "Withdrawing General Partner"), HALLMARK GROUP SERVICES OF GEORGIA II, LLC, a Georgia limited liability company (the "Successor General Partner"), JULIE RAIZOR, a Kentucky resident ("Raizor" or "Withdrawing Limited Partner"), and RUTH McPHILLIPS, a Florida resident ("McPhillips") and MARTIN H. PETERSEN, a Georgia resident ("Petersen") (collectively, the "Existing Limited Partners").

WITNESSETH:

WHEREAS, LA BELLE COMMONS, LTD. (the "Partnership"), is a Florida limited partnership currently governed by that certain Agreement of Limited Partnership of La Belle Commons, Ltd. dated June 8, 1989 and filed with the Secretary of State of the State of Florida on June 14, 1989, as amended by that certain First Amendment to Agreement of Limited Partnership of La Belle Commons, Ltd. (which included an Amendment to Certificate of Limited Partnership of La Belle Commons, Ltd.) filed with the Secretary of State of the State of Florida on October 24, 1989, as amended and restated by that certain La Belle Commons, Ltd. Amended and Restated Agreement of Limited Partnership, dated as of January 1, 1991 and, as part of an Amendment to Certificate of Limited Partnership of LaBelle Commons, Ltd., filed with the Secretary of State of the State of Florida on January 23, 1991, as amended by that certain La Belle Commons, Ltd. Amendment No. 1 to Amended and Restated Agreement of Limited Partnership dated as of May 1, 1992 and filed with the Secretary of State of the State of Florida on August 7, 1992, and as supplemented by Supplemental Affidavit of Capital Contributions for a Florida Limited Partnership, dated February 1, 1999 and filed with the Secretary of State of the State of Florida on March 3, 1999, as further amended by Certificate of Amendment to Certificate of Limited Partnership of La Belle Commons, Ltd., filed on February 15, 2013 with the Secretary of State of the State of Florida, removing John Frazier and Francis McPhillips as general partners of the Partnership (collectively, the "Partnership Agreement"); and

WHEREAS, all rights, title and interests of John F. Frazier, deceased, as a general partner in the Partnership, were converted into limited partner interests pursuant to Section 6.03 of the Partnership Agreement, and passed to Julie Raizor by virtue of being the sole beneficiary of the Estate of John F. Frazier; and

WHEREAS, all rights, title and interests of Francis B. McPhillips, deceased, as a general partner in the Partnership, were converted into limited partner interests pursuant to Section 6.03 of the Partnership Agreement, and passed to Ruth McPhillips by virtue of being the sole beneficiary of the Estate of Francis B. McPhillips; and

WHEREAS, the American Tax Credit Properties III L.P. ("ATCP"), owning a 99% Percentage Interest as limited partner in the Partnership has, by separate Transfer Agreement (the "ATCP LP Assignment"), transferred and assigned all of its right, title and interests, economic and non-economic, as a limited partner in the Partnership, to Petersen (the "ATCP Interest"); and

WHEREAS, the Withdrawing General Partner has, by separate Transfer and Assignment of General Partner Interest (the "GP Assignment"), transferred and assigned all of his rights, title and interests as general partner in the Partnership (the "General Partner Interest") to the Successor General Partner; and

WHEREAS, pursuant to the GP Assignment, the Successor General Partner has: (a) accepted the assignment of the General Partner Interest conveyed to it by the Withdrawing General Partner, (b) agreed to be bound by the terms and provisions of the Partnership Agreement, as modified hereby, and by the terms and provisions of the Project Documents, to the same extent and on the same terms as the Withdrawing General Partner prior to the effective date of the GP Assignment, (c) assumed all of the rights and obligations of the Withdrawing General Partner as the General Partner of the Partnership arising under the Partnership Agreement, as modified hereby, after the effective date of the GP Assignment; and

WHEREAS, Raizor, owning a 0.33% Percentage Interest as limited partner in the Partnership has, by separate Transfer and Assignment of Limited Partner Interest (the "Raizor LP Assignment"), transferred and assigned all of her right, title and interests, economic and non-economic, as a limited partner in the Partnership, to Petersen (the "Raizor Interest"); and

WHEREAS, in connection with the ATCP LP Assignment and the Raizor LP Assignment, Petersen has: (a) accepted the assignment of the ATCP Interest and the Raizor Interest, (b) agreed to be bound by the terms and provisions of the Partnership Agreement, as modified hereby, and by the terms and provisions of the Project Documents, to the same extent and on the same terms as ATCP and Raizor prior to the effective date of the ATCP LP Assignment and the Raizor LP Assignment, and (c) assumed all of the rights and obligations of ATCP and Raizor arising under the Partnership Agreement, as modified hereby, after the effective date of such assignment, with respect to the ATCP Interest and the Raizor Interest; and

WHEREAS, the Partners desire to amend the Partnership Agreement 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 as follows:

1. The Withdrawing General Partner hereby withdraws as general partner from the Partnership, and the Successor General Partner is hereby admitted as the sole General Partner, succeeding to all rights and interests, economic and non-economic, held by the Withdrawing General Partner. The term "General Partner" as used in the Partnership Agreement shall mean the "Withdrawing General Partner" through the Effective Date and the "Successor General

Partner" from and after the Effective Date. In that regard, all allocations and distributions to which general partners in the Partnership are entitled for the year in which the Effective Date occurs shall be divided between the Withdrawing General Partner, on one hand, and the Successor General Partner, on the other hand, as provided in clause (ii) in Section 11.01(b) of the Partnership Agreement. Nothing herein contained shall absolve the Withdrawing General Partner or obligate the Successor General Partner for any obligations, losses, liabilities or claims which may have arisen or accrued prior to the Effective Date. Without limiting the foregoing: (a) the Successor General Partner shall have no liability for any breach of the representations and warranties under Section 4.01 of the Partnership Agreement; and (b) the Successor General Partner shall have no liability for any breach of the representations and warranties or for the indemnification obligations set forth in Section 16.07 of the Partnership Agreement to the extent the same relate to any act, action, omission, inaction, event, condition or circumstance occurring prior to the Effective Date. The Partners hereby agree that the GP Assignment by the Withdrawing General Partner of the General Partner Interest to the Successor General Partner shall not be deemed an event of dissolution or termination of the Partnership, and the Partnership Agreement is amended accordingly. The Successor General Partner hereby accepts and adopts the Partnership Agreement, as modified hereby, accepts the allocation of profits, losses, credits and cash distributions set forth in the Partnership Agreement and all obligations of the General Partner thereunder, agrees to maintain the financial interest in the Partnership required by applicable USDA Rural Development ("RD", formerly FmHA) regulations, and agrees to be bound by the Project Documents to the same extent and on the same terms as the Withdrawing General Partner. The Successor General Partner and the Existing Limited Partners hereby (i) agree that the assignment by the Withdrawing General Partner of the General Partner Interest to the Successor General Partner shall not be deemed to effect a dissolution or termination of the Partnership, and (ii) elect to continue the business of the Partnership with the Successor General Partner as General Partner of the Partnership. The Successor General Partner further agrees that the General Partner shall maintain a minimum aggregate of 5% financial and ownership interest in the Partnership in accordance with FmHA Instruction 1944-E, such requirement currently being satisfied by the General Partner's financial and ownership interests as set forth in Section 11.04 of the Partnership Agreement.

2. The Withdrawing General Partner hereby represents and warrants that no default (or event which, with the giving of notice or the passage of time or both, would constitute a default) has occurred under the Project Documents and/or the Partnership Agreement. The Withdrawing General Partner hereby reaffirms the truth and accuracy of the representations and warranties contained in the Partnership Agreement, including, but not limited to, the representations and warranties contained in Section 4.01 of the Partnership Agreement. The Withdrawing General Partner shall indemnify, defend and hold harmless the Successor General Partner and the Existing Limited Partners and each of their past and future partners (general or limited), from and against any and all damages of every kind and nature whatsoever arising in whole or in part from (i) the breach by the Withdrawing General Partner of any of the representations, warranties or covenants of, or reaffirmed in, this Amendment; and (ii) the development, ownership, operation or activities of the Project accruing prior to the Effective Date.

3. The Withdrawing General Partner hereby affirms that, to the best of his 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 Partner or any of his affiliates, or to any past general partners, their respective heirs, successors and assigns or affiliates, under the Partnership Agreement, the Development Agreement, the Partnership Administrative Services Agreement, or any contract with a Management Agent, including, but not limited to, the Partnership Administration Fee, Working Capital Loans and Operating Deficit Loans, and to the extent there are any such outstanding and unpaid loans or fees or other sums now or hereafter due, the Withdrawing General Partner, on behalf of the Withdrawing General Partner and his affiliates, and any past general partners, their respective heirs, successors and assigns or affiliates, hereby assign all of their rights in and to the same to the Successor General Partner.

4. The Withdrawing General Partner hereby represents and warrants to the Successor General Partner, McPhillips and Petersen that all reserves required by RD regulations are fully funded to the extent required.

5. Petersen is hereby admitted as a Substitute Limited Partner, succeeding to all of the Partnership Interest of the Limited Partners in the Partnership other than the 0.33% being retained by McPhillips. With such admittance, McPhillips and Petersen constitute the Limited Partners of the Partnership. From and after the Effective Date, all actions or Consents by the Investment Partnership or the Limited Partners shall require the approval of the Limited Partner(s) holding 51% or more of the total Percentage Interest held by the Limited Partners, and all allocations or distributions to the Investment Partnership or the Limited Partners shall be allocated among the Limited Partners in proportion to their respective Percentage Interests in the Partnership. Petersen hereby represents and warrants to McPhillips, the Successor General Partner and the Partnership that the Partnership Interest acquired by Petersen is being acquired for his own account for investment purposes only and not with a view to the resale or distribution of such Partnership Interest, and agrees that he will not sell, assign or otherwise transfer the Partnership Interest or any fraction thereof to any Person who does not similarly represent and warrant and similarly agree. Petersen further agrees that the General Partner shall maintain a minimum aggregate of 5% financial and ownership interest in the Partnership in accordance with FmHA Instruction 1944-E, such requirement currently being satisfied by the General Partner's financial and ownership interests as set forth in Section 11.04 of the Partnership Agreement. Petersen adopts and approves all of the terms and provisions of the Partnership Agreement, as modified hereby, and assumes the obligations, if any, of Raizor under the Partnership Agreement, as modified hereby, from and after the Effective Date. Henceforth, the term "Investment Partnership" is deleted, and all references to the Investment Partnership shall mean Limited Partners.

6. The Withdrawing General Partner, the Successor General Partner, Raizor, McPhillips and Petersen all agree that the requirements for opinions of counsel set forth in Section 6.02 (d) are hereby waived for purposes of admitting the Successor General Partner as a General Partner.

7. The registered agent for the Partnership is hereby changed from James Kincaid to Susan Adams, and the registered office of the registered agent for the Partnership is hereby changed from Atlantis Road, Suite 405-B, Cape Canaveral, Florida 32920 to 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607.

8. Section 1.03 of the Partnership Agreement is hereby amended in its entirety to read as follows:

"1.03. Principal Executive Office; Registered Agent; Designated Office.

(a) The principal executive office of the Partnership is 3111 Paces Mill Road, Suite A-250, Atlanta, Georgia 30339. The Partnership may change the location of its principal executive office to such place or places as may be designated by General Partner from time to time. The General Partner shall promptly notify all other Partners of any change in the principal executive office. The Partnership may maintain such other offices at such other place or places as the General Partner may from time to time deem advisable.

(b) The registered agent for the Partnership is Susan Adams, and the street address of the registered office of the registered agent for the Partnership is 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607.

(c) The street and mailing address of the designated office of the Partnership is 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607."

9. The definition of "Consent" in Article II of the Partnership Agreement is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

"Consent" means the prior written consent or approval of the Limited Partner(s) holding 51% or more of the total Percentage Interest of the Limited Partners, or the General Partner, as the context may require, to do the act or thing for which the consent is solicited.

10. The definition of "FmHA" in Article II of the Partnership Agreement is hereby amended to be the United States Department of Agriculture, Rural Development, acting through any authorized representative, its successors and assigns.

11. The definition of "General Partners" in Article II of the Partnership Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

"General Partner or General Partners" means Hallmark Group Services of Georgia II, LLC, a Georgia limited liability company, and any other Person or Persons admitted as a general partner in the Partnership pursuant to this Agreement. The business address of Hallmark Group Services of Georgia II, LLC is 3111 Paces Mill Road, Suite A-250, Atlanta, Georgia 30339.

12. The definition of "Limited Partner" in Article II of the Partnership Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

"Limited Partner or Limited Partners" means Martin H. Petersen and Ruth McPhillips, or any Substitute Limited Partner, each in such Person's capacity as a limited partner of the Partnership.

13. The definition of "Managing General Partner" in Article II of the Partnership Agreement is hereby amended by deleting "Robert J. DeHarder" and inserting "the General Partner" in lieu thereof.

14. Section 8.13(e) of the Partnership Agreement is hereby deleted in its entirety.

15. Section 11.01(a) of the Partnership Agreement is hereby amended by deleting the last two sentences thereof.

16. Section 11.07 is hereby amended to delete "Robert J. DeHarder" as the Tax Matters Partner, and to substitute "The General Partner" in lieu thereof.

17. Section 12.01 of the Partnership Agreement is hereby amended by deleting subparagraph (c) thereof.

18. Schedule A to the Partnership Agreement is hereby deleted in its entirety and Schedule A attached hereto is substituted in lieu thereof.

19. Purchase Option and Put Option.

(a) Right of McPhillips to Sell Her Interests. At any time from and after June 1, 2014 through August 1, 2014 (the "Option Period"), McPhillips shall have the right (the "Put Option") to request that Petersen purchase her Interests (the "McPhillips Interests") in consideration of the Petersen paying McPhillips \$10.00 (the "Put Price"). McPhillips may exercise the Put Option by giving written notice (the "Put Notice") to Petersen at any time within ninety (90) days prior to the Option Period (the "Option Notice Period"). When the Put Notice is given, Petersen may, at his sole discretion, pay the Put Price to McPhillips. In the event that Petersen chooses to comply with the Put Option the Put Price must be paid to McPhillips no later than the expiration of the Option Period. Upon payment of the Put Price, McPhillips shall withdraw from the Partnership, execute an amendment of the Partnership Agreement and such other documents as may be necessary to reflect her withdrawal, and shall assign her Interest to such Person designated by Petersen.

(b) Petersen's Option To Purchase McPhillips Interest. At any time during the Option Period, Petersen shall have the option ("Call Option"), exercisable by

written notice to McPhillips given during the Option Notice Period, to purchase the McPhillips Interests, in consideration of Petersen paying McPhillips \$10.00 ("Call Price"). If Petersen timely exercises the Call Option and delivers the Call Price to McPhillips no later than the expiration of the Option Period, then the McPhillips Interests shall be transferred to Petersen and McPhillips shall withdraw from the Partnership, execute an amendment of the Partnership Agreement and such other documents as may be necessary to reflect her withdrawal, and shall assign her Interests to such Person as may be designated by Petersen.

(c) The terms of this Section 19 shall be enforceable against and be binding upon McPhillips, Petersen, and their respective heirs, successors and assigns.

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

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

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

23. 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.

24. 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.

25. 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 Person 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 Persons 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.

26. 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.

27. 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.

28. 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.


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

[SIGNATURES COMMENCE ON NEXT PAGE]

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

WITHDRAWING GENERAL
PARTNERS:

WITHDRAWING GENERAL
PARTNER:


Robert DeHarder, by Michael
McPhillips, Attorney In Fact

SUCCESSOR GENERAL
PARTNER:

HALLMARK GROUP SERVICES OF
GEORGIA II, LLC, a Georgia limited
liability company

By: _____
Martin H. Petersen, as Manager

WITHDRAWING LIMITED
PARTNER:

_____(SEAL)
JULIE RAIZOR

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

WITHDRAWING GENERAL PARTNERS:

WITHDRAWING GENERAL PARTNER:

Robert DeHarder, by Michael McPhillips, Attorney In Fact

SUCCESSOR GENERAL PARTNER:

HALLMARK GROUP SERVICES OF GEORGIA II, LLC, a Georgia limited liability company

By: Martin H. Petersen
Martin H. Petersen, as Manager

WITHDRAWING LIMITED PARTNER:

_____(SEAL)
JULIE RAIZOR

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

WITHDRAWING GENERAL PARTNERS:

WITHDRAWING GENERAL PARTNER:

Robert DeHarder, by Michael McPhillips, Attorney In Fact

SUCCESSOR GENERAL PARTNER:

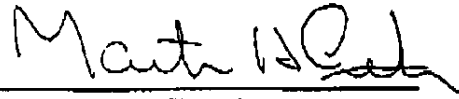
HALLMARK GROUP SERVICES OF GEORGIA II, LLC, a Georgia limited liability company

By: _____
Martin H. Petersen, as Manager

WITHDRAWING LIMITED PARTNER:

Julie Raizor (SEAL)
JULIE RAIZOR

LIMITED PARTNERS:



MARTIN H. PETERSEN

(SEAL)

RUTH McPHILLIPS

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LIMITED PARTNERS:

MARTIN H. PETERSEN

Ruth McPhillips (SEAL)
RUTH McPHILLIPS

ACKNOWLEDGMENT OF REGISTERED AGENT

Having been named to accept service of process and serve as registered agent for La Belle Commons, Ltd., at the registered office located at 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607, 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.

Dated: May 10, 2013

Susan Adams
SUSAN ADAMS

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SCHEDULE A

Partners, Capital Contributions and Partnership Interests

<u>Partners</u>	<u>Capital Contribution</u>	<u>Partnership Interest</u>
<u>General Partner:</u> Hallmark Group Services of Georgia II, LLC 3111 Paces Mill Road, Suite A-250 Atlanta, GA 30339	\$ 300.00	0.34%*
<u>Limited Partners:</u>		
Ruth McPhillips 1575 Worley Avenue Merritt Island, Florida. 32952	\$ 10.00	0.33%
Martin H. Petersen 3111 Paces Mill Road, Suite A-250 Atlanta, GA 30339	\$253,580.00	99.33%

*Interest in profits, losses, credits and net cash flow. Notwithstanding the foregoing, and with the intention of satisfying the requirements of FmHA Instruction 1944-F, the General Partners have maintained and shall maintain a minimum aggregate of 5% financial and ownership interest in the Partnership (in relative amounts reflecting the above-stated percentages) pursuant to Section 11.04 of the Partnership Agreement.

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