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LP/LLLP AMENDMENT/RESTATEMENT/CORRECTION

GARDENIA SQUARE RRH, LTD.

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SECOND AMENDMENT TO
AMENDED AND RESTATED AGREEMENT AND CERTIFICATE
OF GARDENIA SQUARE RRH, LTD.

THIS SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF GARDENIA SQUARE RRH, LTD. (this "Amendment") is entered into as of the 18th day of December, 2007, by C. T. McWILLIAMS, JR. (the "Withdrawing General Partner"), HALLMARK GROUP SERVICES OF NORTH FLORIDA, LLC, a Georgia limited liability company (the "Successor General Partner"), and COLUMBIA HOUSING PARTNERS XXXIII LIMITED PARTNERSHIP, an Oregon limited partnership (the "Additional Limited Partner").

WITNESSETH:

WHEREAS, Gardenia Square RRH, Ltd. (the "Partnership"), is a Florida limited partnership formed with the filing of that certain Affidavit and Certificate of Limited Partnership of Gardenia Square RRH, Ltd. with the Secretary of State of the State of Florida on July 10, 1989, as amended by Amendment to Limited Partnership of Gardenia Square RRH, Ltd. dated April 5, 1990, filed with the Secretary of State of the State of Florida on April 30, 1990 (the "Original Partnership Agreement and Certificate"); and

WHEREAS, the Original Partnership Agreement and Certificate was amended by that certain Amended and Restated Affidavit and Certificate of Limited Partnership of Gardenia Square RRH, Ltd., dated May 1, 1992, filed with the Secretary of State of the State of Florida on June 16, 1992, as amended by that certain Amendment to the Amended and Restated Affidavit and Certificate of Limited Partnership of Gardenia Square RRH, Ltd., dated July 21, 1992 (collectively, the "Partnership Agreement and Certificate"); and

WHEREAS, the Withdrawing General Partner has, by separate Assignment of General Partner Interest, and with the Consent of the Additional Limited Partner, transferred and assigned all of his right, title and interest as a general partner in the Partnership (the "Interest") to the Successor General Partner; and

WHEREAS, the Partners desire to further 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 Partner 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 the Withdrawing General Partner as general partner of the Partnership. The Successor General Partner hereby

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agrees to be bound by the Partnership Agreement and Certificate, as amended hereby, and by all Project Documents, and to assume all of the obligation of a General Partner under the Partnership Agreement and Certificate, accruing from and after the effective date of this Amendment, to the same extent and under the same terms as the Withdrawing General Partner prior to the transfer of the Interest to the Successor General Partner. 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 of this Amendment. The withdrawal of the Withdrawing General Partner shall not cause the dissolution of the Partnership and, subject to obtaining any required consent of United States Department of Agriculture, Rural Development, all requirements set forth in Article IX of the Partnership Agreement and Certificate applicable to the transfer of the Interest to the Successor General Partner and the admission of the Successor General Partner as general partner of the Partnership have been satisfied or waived. Without limiting the foregoing, the definition of "Event of Withdrawal" in Article II and the provisions of Sections 9.6 and 9.7 of the Partnership Agreement and Certificate are hereby waived and shall not apply to the transfer of the Interest to the Successor General Partner.

2. The Withdrawing General Partner hereby represents and warrants that (i) 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 and Certificate, and (ii) all accrued Partnership Management Fees payable to the General Partner have been paid, or the Withdrawing General Partner hereby waives any and all rights in and to such accrued Partnership Management Fees.

3. Section 1.2 of the Partnership Agreement and Certificate 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. Section 1.3 of the Partnership Agreement and Certificate is hereby amended to change the name and address of the General Partner as follows:

Hallmark Group Services of North Florida, LLC
3111 Paces Mill Road, Suite A-250
Atlanta, Georgia 30339

5. The definition of "General Partner" in Article II of the Partnership Agreement and Certificate is hereby amended to delete "C.T. McWilliams, Jr." and to insert "Hallmark Group Services of North Florida, LLC, a Georgia limited liability company" in lieu thereof.

6. The definition of "Partnership Manager" in Article II of the Partnership Agreement and Certificate is hereby amended to delete "C.T. McWilliams, Jr." and to insert "the General Partner" in lieu thereof.

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7. The definition of "Project Manager" in Article II of the Partnership Agreement and Certificate is hereby amended to delete "Madison Realty Property Management" and to insert "Hallmark Management, Inc."

8. The definition of "Registered Agent" in Article II of the Partnership Agreement and Certificate is hereby amended to delete "C.T. McWilliams, Jr." and to insert "Susan Adams" in lieu thereof.

9. The definition of "Registered Agent's Office" in Article II of the Partnership Agreement and Certificate is hereby amended to delete "100 North Washington Street, Madison, Florida 32340" and to insert "4040 Newberry Road, Suite 1000, Gainesville, Florida 32607" in lieu thereof.

10. The definition of "Tax Matters Partner" in Article II and the designation of the Tax Matters Partner in Section 10.6(a) of the Partnership Agreement and Certificate are hereby amended to delete "C.T. McWilliams, Jr." and to insert "the General Partner" in lieu thereof.

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

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

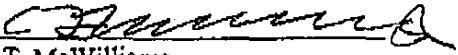
13. In the event of a conflict between any provision of this Amendment and any provision in the Partnership Agreement, the provisions of this Amendment shall control.

SIGNATURES CONTINUE ON NEXT PAGE

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

WITHDRAWING GENERAL
PARTNER:


C. T. McWilliams

SUCCESSOR GENERAL
PARTNER:

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

By: _____
Martin H. Petersen, as Manager

ADDITIONAL LIMITED
PARTNER:

COLUMBIA HOUSING PARTNERS
XXXIII LIMITED PARTNERSHIP

By: _____

Title: _____

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

**WITHDRAWING GENERAL
PARTNER:**

C. T. McWilliams

**SUCCESSOR GENERAL
PARTNER:**

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

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

**ADDITIONAL LIMITED
PARTNER:**

COLUMBIA HOUSING PARTNERS
XXXIII LIMITED PARTNERSHIP

By: _____

Title: _____

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

**WITHDRAWING GENERAL
PARTNER:**

C. T. McWilliams

**SUCCESSOR GENERAL
PARTNER:**

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

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

**ADDITIONAL LIMITED
PARTNER:**

COLUMBIA HOUSING PARTNERS
XXXIII LIMITED PARTNERSHIP

By: [Signature]
Title: Senior Vice President

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