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Division of Corporations

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Account Number : I19980000024
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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

LP/LLP AMENDMENT/RESTATEMENT/CORRECTION

PINE FOREST, LTD.

Certificate of Status	0
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Page Count	08
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**SECOND AMENDMENT TO
AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT
OF PINE FOREST, LTD.**

THIS SECONDAMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP is entered into as of the 12 day of September, 2006, by DAVIS PROPERTY MANAGEMENT, INC., a Florida corporation (the "Withdrawing General Partner"), C & M INVESTMENT COMPANY, a Massachusetts general partnership (the "Associate General Partner"), and HALLMARK GROUP SERVICES OF FLORIDA, LLC, a Georgia limited liability company (the "Successor General Partner").

WITNESSETH:

WHEREAS, Pine Forest, Ltd. (the "Partnership"), is a Florida limited partnership formed with the filing of that certain Certificate of Limited Partnership with the Secretary of State of the State of Florida on June 28, 1977 (the "Original Partnership Certificate") and pursuant to a Limited Partnership Agreement dated as of June 21, 1977 (the "Original Partnership Agreement"); and

WHEREAS, the Original Partnership Agreement was amended and restated with that certain Pine Forest, Ltd. Amended and Restated Limited Partnership Agreement, dated as of March 1, 1979, as amended by that certain First Amendment to Amended and Restated Limited Partnership Agreement of Pine Forest, Ltd., dated December 1, 2005 (the "Partnership Agreement"); and

WHEREAS, the Original Partnership Certificate was amended and restated with that certain First Amendment to and Restatement of Certificate of Limited Partnership, dated March 2, 1979, and filed with the Secretary of State of the State of Florida on March 5, 1979, as further amended by that certain Amendment of Certificate of Limited Partnership filed with the Secretary of State of the State of Florida on March 12, 1984; and

WHEREAS, the Withdrawing General Partner has, by separate Assignment of General Partner Interest, and with the Consent of the Limited Partners, transferred and assigned all of its right, title and interest (the "Interest") as the Managing General Partner in the Partnership to the Successor General Partner; and

WHEREAS, with the Consent of the Limited Partners, the Partners desire to further 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 Managing General

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Partner, succeeding to all rights and interests, economic and non-economic, held by the Withdrawing General Partner. The Successor General Partner hereby agrees to be bound by the Partnership Agreement, as modified hereby, and assumes the obligations of the Managing General Partner thereunder, and agrees to be bound by the Project Documents to the same extent and under the same terms as the Withdrawing General Partner prior to the transfer of its Interest to the Successor General Partner. The provisions of Section 7.3 and Section 7.4 of the Partnership Agreement shall not apply to the withdrawal of the Withdrawing General Partner effected by this Amendment.

2. The definition of "Managing General Partner" in the Partnership Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

Managing General Partner means Hallmark Group Services of Florida, LLC, a Georgia limited liability company, its successor(s) as Managing General Partner, and any other Person(s) who may be admitted as Managing General Partner(s).

3. The definition of "Uniform Act" in the Partnership Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

Uniform Act means the Florida Revised Uniform Limited Partnership Act (1986)(ss.620.101 - 620.205, Florida Statutes) and any successor Limited Partnership Act, as the same may be supplemented and amended from time to time.

4. Section 2.2 of the Partnership Agreement is hereby amended to change the principal office of the Partnership to 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607.

5. The first sentence of Section 4.1 of the Partnership Agreement is hereby deleted in its entirety, and the following is hereby inserted in lieu thereof:

"The Managing General Partner of the Partnership is Hallmark Group Services of Florida and the Associate General Partner is C & M Investment Company."

6. Section 7.5 of the Partnership Agreement is hereby deleted in its entirety.

7. Schedule A attached to the Partnership Agreement is hereby deleted in its entirety, and the Schedule A attached hereto is hereby inserted in lieu thereof.

8. 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.

Pine Forest 9/1/06

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

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

11. 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.

12. 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.

13. When entered into by the parties hereto, this Amendment is binding upon, and inures to the benefit of, the parties hereto and their respective executors and administrators, personal and legal representatives, successors and assigns.

14. 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.

15. This Amendment and any amendments hereto 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.

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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:

DAVIS PROPERTY
MANAGEMENT, INC., a
Florida corporation

By: Maria W. Davis

Title: President

[CORPORATE SEAL]

SUCCESSOR GENERAL
PARTNER:

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

By: _____
Martin H. Petersen, as Manager

ASSOCIATE GENERAL PARTNER:

C & M INVESTMENT COMPANY

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:

DAVIS PROPERTY
MANAGEMENT, INC., a
Florida corporation

By: _____

Title: _____

[CORPORATE SEAL]

SUCCESSOR GENERAL
PARTNER:

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

By: 
Martin H. Petersen, as Manager

ASSOCIATE GENERAL PARTNER:

C & M INVESTMENT COMPANY

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:

DAVIS PROPERTY
MANAGEMENT, INC., a
Florida corporation

By: _____

Title: _____

[CORPORATE SEAL]

SUCCESSOR GENERAL
PARTNER:

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

By: _____
Martin H. Petersen, as Manager

ASSOCIATE GENERAL PARTNER:

C & M INVESTMENT COMPANY

By: _____
John P. Manning, General Partner

Pine Forest 9/1/06

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PINE FOREST, LTD.

SCHEDULE A

PARTNER AND ADDRESSCAPITAL CONTRIBUTIONS

GENERAL PARTNERS:

MANAGING GENERAL PARTNER

\$30,980

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

ASSOCIATE GENERAL PARTNER

C & M Investment Company
One Boston Place
Boston, Massachusetts 02108

\$100

CLASS A LIMITED PARTNERS:

Charles R. Fuller
33 High Ridge Road
Boxford, MA 01921

\$29,000

Leonard & Mildred Rudnick
c/o Ashmont Supply Co. of Roslindale, Inc.
4165 Washington St.
Roslindale, MA

\$14,500

George & Christine M. Simard
P. O. Box 85
Derry, New Hampshire 03038

\$14,500

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Thomas F. Draper
First Cliff
Scituate, MA 02066

\$14,500

Harold & Zelda Kaplan
44 Pickman Road
Beverly, MA 01915

\$14,500

George & Judith Rudnick
14 Standish Road
Canton, MA 02021

\$14,500

Martin H. Petersen
3111 Paces Mill Road
Suite A-250
Atlanta, GA 30339

\$43,500