

A12591

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

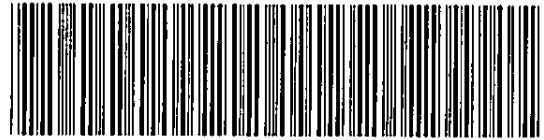
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



300427532413

33.00  
15.00  
45.00

6/10/82  
6/10/82  
6/10/82

6550  
6550  
6550

**CLAUDE DORSY**  
ATTORNEY AT LAW  
SUITE 300  
1401 PONCE DE LEON BOULEVARD  
CORAL GABLES, FLORIDA 33134  
TELEPHONE 441-9401  
May 28, 1982

FILED

MAY 28 12 33 PM '82

CORPORATIONS  
MIAMI FLORIDA

Secretary of State  
Miami Office  
Corporations & Limited Partnerships  
401 N. W. Second Avenue  
Miami, Florida

**LP 12591**

Re: Wood Pine Associates, Ltd./Pine Wood Associates, Ltd.

Gentlemen:

Enclosed please find two executed copies of two new limited partnerships as shown above, along with separate \$45 checks for filing fees. Please file these two partnerships in the Miami office and let me know by telephone (at 441-9401) when filing has been completed, so I may send a messenger to pick them up.

We would like to have these filed as soon as possible; therefore, I am making this request to let us know by telephone when they have been filed.

I appreciate your assistance in this matter.

Sincerely,

*Margaret C. Hooper*  
Margaret C. Hooper  
Secretary to Mr. Dorsy

*wait*

RECEIVED  
MAY 28 12 19 PM '82  
SECRET  
FLORIDA

Telephone: 441-9401 CHARTER TAX STAMP

*Typed: 5/28/82*  
*Total cost OUT \$100.*

TAX \_\_\_\_\_  
FILING 20  
R. AGENT FEE \_\_\_\_\_  
C. COPY 15  
TOTAL 45  
R. BANK \_\_\_\_\_  
BALANCE DUE \_\_\_\_\_  
REFUND \_\_\_\_\_

Name Available	CP
Document Examiner	<i>[Signature]</i>
Updater	CP AP 614
Updater Verifier	AP 614
Acknowledgement	
W. P. Verifier	

Coral Gables LP No. 17501 5-28-82  
 Dade Co. 50 Years  
 NAME PINE WOOD ASSOCIATES, LTD.  
 P. O. ADDRESS 1401 Ponce de Leon Blvd., Coral Gables  
 CHANGE OF ADDRESS 35134  
 CHANGE OF ADDRESS

DATE	PERIOD	INVESTED CAPITAL	AMOUNT PAID
		\$100.00	

corp-50

CERTIFICATE OF LIMITED PARTNERSHIP

OF

PINE WOOD ASSOCIATES, LTD.

FILED  
MAY 23 10 45 AM '82  
COUNTY OF DADE  
FLORIDA

The undersigned do hereby swear that an Agreement of Limited Partnership has been entered into by and between the undersigned, which Agreement does state as follows:

1. The name of the Partnership is:  
PINE WOOD ASSOCIATES, LTD.
2. The character of the business of the Partnership is:  
Real estate ownership and rental thereof.
3. The principal place of business of the Partnership shall be located at:  
1401 Ponce de Leon Boulevard  
Suite 300  
Coral Gables, Florida 33134
4. a) The name and place of residence of each General Partner is as follows:  
James R. Mitchell  
1460 Brickell Avenue  
Suite 200  
Miami, Florida 33131  
b) The name and place of residence of the Limited Partner is as follows:  
Claude Dorsy  
1401 Ponce de Leon Boulevard  
Suite 300  
Coral Gables, Florida 33134
5. The partnership shall exist for a term of thirty (30) years unless sooner terminated as provided in the Agreement.
6. The amount of cash and a description of and the agreed value of the other property contributed by the Limited Partner is as follows:  
\$100.00
7. The Limited Partners have agreed to make the following additional contributions at the following times or upon the happening of the following events:  
None.
8. The contribution of each Limited Partner is to be returned at the following times:  
As soon as cash is available for distribution for such purpose as deemed advisable in the discretion of the General Partners.
9. Each Limited Partner shall receive the following share of profits or other compensation by way of income, if any, by reason of his contribution:  
Two and one-half (2 1/2%) percent.

10. A Limited Partner does not have the right to substitute an assignee as contributor in his place without the express consent of the General Partners.

11. The General Partners may admit additional Limited Partners.

12. No Limited Partner shall have a priority over any other Limited Partner as to contribution or as to compensation by way of income.

13. The Partnership shall terminate upon the death, insanity, or bankruptcy of all of the General Partners.

14. No Limited Partner shall have the right to demand and receive property other than cash in return for his contribution.

We, the undersigned, being partners of the Partnership referred to in this Certificate, for the purpose of forming a Limited Partnership pursuant to the laws of the State of Florida do hereby declare and certify that the facts herein stated are true and in accordance with the Limited Partnership Agreement entered for the formation of this Partnership.

  
General Partner-JAMES R. MITCHELL

  
Limited Partner-CLAUDE DORSEY

STATE OF FLORIDA    )  
                          ) S.S.  
COUNTY OF DADE    )

SWORN TO and subscribed before me this 26st day of May, 1982.

  
Notary Public, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE.  
MY COMMISSION EXPIRES AUG 19 1984  
BONOLIO INSURANCE GENERAL INS., UNDERWRITERS

FILED

AUG 3 2 23 PM '82

STATE OF FLORIDA

NAME STEVEN W. SIMON  
 ADDRESS 1401 Bucknell Ave  
 CITY MUNN STATE FL A/C PHONE # 305-358-4300

VALIDATION ONLY

4060 6/11/82  
 000 8 1000.00 05  
 4080 8/11/82  
 000 6 30.00 05

LIST CORPORATION(S)

MINE WOODS ASSOCIATES, LTD.

**A12591**

*W*

**LP12591**

DOMESTIC  
 PROFIT  
 NON-PROFIT  
 AMENDMENT  
 ALIEN  
 FOREIGN  
 DISSOLUTION  
 MERGER  
 CERTIFIED COPY  
 CERTIFICATE U/SEAL  
 LIMITED PARTNERSHIP  
 ANNUAL REPORT  
 REINSTATEMENT  
 RESERVATION  
 OTHER

WALK IN  
 WILL WAIT  
 PICK UP  
 MAIL  
 CHARGE TAX STAMP

*West*

C. TAX \_\_\_\_\_  
 FILING 1000 -  
 B. AGENT FEE \_\_\_\_\_  
 C. COPY 30 -  
 TOTAL 1030 - 0  
 H. BANK \_\_\_\_\_  
 BALANCE DUE \_\_\_\_\_  
 REFUND 1000.00

Name Availability	<i>CP</i>
Document Examiner	<i>CP</i>
Updater	<i>MKH</i>
Updater Ver. year	<i>8-9</i>
Acknowledgment	
W. P. Verityer	

Increase to \$820,000.00

77. ~~1000~~ 1000.00 Overpayment of \$30.00

Coral Gables LP No. 12501 5-28-82  
 Dade Co. 30 Years  
 NAME PINE WOOD ASSOCIATES, LTD.  
 P. O. ADDRESS 1401 Ponce de Leon Blvd., Coral Gables  
33154  
 CHANGE OF ADDRESS \_\_\_\_\_  
 CHANGE OF ADDRESS \_\_\_\_\_

DATE	PERIOD	INVESTED CAPITAL	AMOUNT PAID
Amend to LP	inc. cont.	\$100.00 to \$820,000.00 filed	8-3-82

corp-50

AMENDED AND RESTATED  
CERTIFICATE AND AGREEMENT  
OF LIMITED PARTNERSHIP  
OF  
PINWOOD ASSOCIATES, LTD.

Dated as of June 25, 1982

ARTICLE I

Formation, Name and Certificate

1.1 These Articles of Limited Partnership are entered into as of this 1st day of July, 1982 by First Florida Equities, LTD., a Florida limited partnership, as the General Partner (the "General Partner"), and the Limited Partners, set forth on Schedule "A", all of whom desire to amend and restate that certain Certificate and Agreement of Limited Partnership previously executed. The Limited Partners admitted to the Partnership as provided herein are referred to collectively as the "Limited Partners" and individually as "Limited Partner." The initial General Partner, James R. Mitchell, and the initial Limited Partner, Claude Dorsy, hereby withdraw from the Partnership except to the extent they purchase Units of Limited Partnership. The name of the Partnership, PINWOOD ASSOCIATES, Ltd., is hereby changed to PINWOOD ASSOCIATES, LTD. The Certificate and Agreement is hereby amended and restated as follows in its entirety.

1.2 The General Partner and the Limited Partners hereby form a Limited Partnership under the name of PINWOOD ASSOCIATES, LTD. (the "Partnership") pursuant to the provisions of the Uniform Limited Partnership Act of the State of Florida.

1.3 The General Partner may change the name of the Partnership or adopt such trade or fictitious names as it may determine appropriate. Upon such change or adoption, it shall provide the Limited Partners with written notice of the name of the Partnership.

ARTICLE II

CERTIFICATE

A Certificate of Limited Partnership reflecting the appropriate terms of this Agreement of Limited Partnership



(the "Agreement") shall be filed with the appropriate Florida authority and with the appropriate authorities of such other jurisdictions as the General Partner may determine. The General Partner shall cause the filing of such Certificates as promptly as possible following the execution and delivery thereof.

### ARTICLE III

#### Term

The Partnership shall continue until terminated as provided in Article XIV.

### ARTICLE IV

#### Character of the Business

The character of the business to be conducted by the Partnership is to purchase, subject to a retained interest of the Seller (the "Seller's Retained Interest"), two buildings with ninety-two (92) units in the Spring Tree Apartment Complex (the "Project") located at 3945 S. W. 102nd Avenue and at 3940 S. W. 103rd Avenue, Dade County, Florida, and to improve, operate, manage and carry on any other activities as may be necessary or appropriate thereto, including renting, leasing apartments, selling or otherwise disposing of the Project and improvements thereon.

### ARTICLE V

#### Principal Place of Business

The Partnership shall be conducted under the name of PINWOOD ASSOCIATES, LTD. and its principal place of business, unless changed by the General Partner upon written notice to the Limited Partners, shall be Suite 300, 1401 Ponce de Leon Boulevard, Coral Gables, Florida 33134. The General Partner may establish additional places of business of the Partnership when and where they may be appropriate.

### ARTICLE VI

#### Capital Contributions

6.1 The capital of the Partnership shall be in the amount of Eight Hundred Twenty Thousand Two Hundred Dollars

(\$820,200) and will be utilized, during the period of the Seller's Retained Interest for the payment of real and personal property taxes, interest on the promissory note secured by the wraparound mortgage, professional fees, general partner fees and miscellaneous expenses. The Limited Partners, collectively, shall make the following contributions to the capital of the Partnership:

- (a) \$135,000 for 1982;
- (b) \$217,500 for 1983;
- (c) \$217,500 for 1984;
- (d) \$150,000 for 1985;
- (e) \$100,200 for 1986.

6.2 The Partnership will sell not more than thirty (30) limited partnership units at Twenty-Seven Thousand Three Hundred Forty Dollars (\$27,340) per Unit (the "Limited Partnership Units") and admit as Limited Partners the person or persons who purchase Unit(s). Each such person shall become a Limited Partner only in the event that:

- (a) The Limited Partner has agreed to contribute Twenty-Seven Thousand Three Hundred Forty Dollars (\$27,340) to the Partnership capital for each Unit of Limited Partnership purchased;
- (b) The Limited Partner has executed this Agreement; and
- (c) The Limited Partner has granted the General Partner the Power of Attorney required by this Agreement.

6.3 Each of the Limited Partners shall contribute to the capital of the Partnership the aggregate amount of Twenty-Seven Thousand Three Hundred Forty Dollars (\$27,340) for each Limited Partnership Unit purchased.

(a) The contributions for each Unit purchased shall be made as follows:

- (i) Four Thousand Five Hundred Dollars (\$4,500) upon the execution of this Agreement;
- (ii) Seven Thousand Two Hundred Fifty Dollars (\$7,250) on January 2, 1983;
- (iii) Seven Thousand Two Hundred Fifty Dollars (\$7,250) on January 2, 1984;

(iv) Five Thousand Dollars (\$5,000) on January 2, 1985; and

(v) Three Thousand Three Hundred Forty Dollars (\$3,340) on January 2, 1986.

(b) The unpaid balance of the purchase price of Unit(s) shall be evidenced by promissory notes which do not bear any interest, provided that the payments are made on a timely basis. If the General Partner attempts but is unable to obtain a loan upon the assignment of a Limited Partner's notes, the General Partner may require each such Limited Partner to secure his promissory note for the capital contribution described in Article 6.3(a)(v) with a Letter of Credit from a bank, or with other collateral acceptable to the General Partner. In the event of a default in the payment of principal, interest shall accrue at the rate of eighteen percent (18%) per annum.

(c) In the event that the General Partner approves the admission of a Limited Partner with a partial Unit, the Limited Partner shall contribute to the capital of the Partnership in accordance with the terms and conditions set forth in Article 6.2 a percentage of the capital contribution set forth in Article 6.3(a) equal to the percentage obtained by dividing the purchase price of an entire Unit by the purchase price of the partial Unit.

6.4 The Limited Partners agree to contribute to the Partnership the amount of capital required and described in Articles 6.2 and 6.3, in consideration for Limited Partnership Units which are set forth in schedule "A" opposite each of their names.

6.5 Each Partner shall have a capital account which shall equal:

(a) The sum of:

(i) The amount of his capital contribution to the Partnership pursuant to Article VI; and

(ii) The amount of profits allocated to him pursuant to Article VII; and

(b) Reduced by the following:

(i) The amount of losses allocated to him pursuant to Article VII; and

(ii) All amounts paid or distributed to him pursuant to Article VIII.

6.6 Prior to the dissolution and liquidation of the Partnership, no Limited Partner shall be entitled without the written consent of the General Partner and seventy-five percent (75%) of the Limited Partners to withdraw any part of his capital account or to receive any distribution from the Partnership, except as provided in this Agreement.

6.7 Unless otherwise provided in this Agreement, whenever amounts are allocated or distributed to a Limited Partner, such amounts shall be allocated or distributed to him in the same proportion as the capital account of the Limited Partner bears to the aggregate capital accounts of all the Limited Partners.

6.8 No Limited Partner with a negative balance in his capital account shall have any obligation to the Partnership or other Partners to restore said negative balance.

6.9 Any Partner who acquires the Limited Partnership Unit(s) of any other Partner shall, with respect to the Units so acquired, be deemed to be a Partner of the same class as his transferor. Any Limited Partner, including any additional or substitute Limited Partners, who shall have received Units in the Partnership or whose Units in the Partnership shall be increased by means of a transfer to him of all or part of the Units of another Partner, shall have a capital account which reflects such transfer.

6.10 No interest shall be paid on any capital contributed to the Partnership.

6.11 Loans by any Partner to the Partnership shall not be considered contributions to the capital of the Partnership.

6.12 Each Limited Partner shall pay the balance of his capital contribution as required by Article 6.3 within seven (7) days of the dates set forth in Article 6.3.

(a) If any Limited Partner (a "Defaulting Partner") shall fail to contribute the amount set forth in Article 6.3 to the capital of the Partnership within the time required by this Article 6.12, the Limited Partner shall be in default, and thereupon the Partnership, without prejudice to any other right it may have, may, in the sole discretion of the General Partner, take either of the following actions, as well as any other action permitted as a result of a default under the Defaulting Partner's promissory notes:

(i) Bring suit against the Defaulting Partner for the unpaid amount of such defaulted installment of his capital contribution, with interest thereon at the rate of eighteen percent (18%) per annum from the day such installment was due, and for the collection expense, including reasonable fees and disbursements of counsel made on behalf of the Partnership; or

(ii) Notwithstanding any previous capital contribution made to the Partnership by a Limited Partner, the General Partner may require the Defaulting Partner to sell his Limited Partnership Unit(s) to the General Partner or his designee for Ten Dollars (\$10.00) for the Defaulting Partner's failure to make any of the required capital contributions set forth in Articles 6.2, 6.3 and 6.4, and the General Partner or his designee acquiring the Defaulting Partner's Unit(s) in the Partnership (the "Purchaser") shall be admitted to the Partnership as a Limited Partner in accordance with Article XIII, succeeding to the rights and obligations of the Defaulting Partner. Each Limited Partner hereby irrevocably appoints the General Partner his attorney-in-fact to execute all documents necessary to accomplish the foregoing, such appointment being coupled with an interest. For purposes hereof, the General Partner shall be deemed to have, at all times, a security interest in the Defaulting Partner's Limited Partnership Unit(s) and shall have all rights available to a secured party under the Florida Uniform Commercial Code and the corresponding law of the state of residence of the Defaulting Partner.

6.13 No Limited Partner shall be liable for any debts of the Partnership. Each Limited Partner, however, will remain liable to the Partnership to the extent he has not contributed the amount of capital he has agreed to contribute to the Partnership in accordance with Articles 6.2, 6.3 and 6.4 for each Limited Partnership Unit and/or partial Unit purchased. Limited Partners are not required to contribute additional capital to the Partnership. However, the General Partner may from time to time determine that additional capital is required by the Partnership in order to continue the ownership and operation of the Project. Upon such a determination, the General Partner shall issue to the Partners a request for capital. Such request shall be mailed at least thirty (30) days prior to and shall specify the date such additional capital should be contributed. Each Limited Partner shall be requested to contribute a percentage of the total amount requested that is equal to the percentage that his capital account bears to the total of all the Partners' capital accounts. To the extent that a Partner fails to contribute, in the aggregate, his percentage of the total capital requested, his share of all items under Articles VII and VIII shall be proportionately reduced.

## ARTICLE VII

### Profit and Losses

7.1 Net profits and net losses of the Partnership other than net profits and net losses allocated pursuant to Articles 7.2 and 7.3 shall be determined at the end of each fiscal year in accordance with the accounting methods followed for federal income tax purposes and shall be allocated for tax reporting and accounting purposes one percent (1%) to the General Partner and ninety-nine percent (99%) to the Limited Partners.

7.2 The net profits of the Partnership arising from the sale, exchange or other disposition of all or any part of the assets of the Partnership, from any other voluntary or involuntary conversion of such assets, or from any casualty or taking in condemnation of such assets, shall be determined at the end of each fiscal year, or as of the date of termination of the Partnership, as the case may be. Such nonoperating profits shall be allocated as follows:

(a) First, to all Partners, General or Limited, to bring any negative capital account to zero;

(b) Then, to all Limited Partners to the extent necessary to bring their capital accounts, collectively, to an amount equal to the amount of their capital contributions less any distribution previously made to them under Article 8.3.

(c) Then, to the General Partner a portion of net profits equal to two percent (2%) of the gross sales price from a sale, exchange, or other disposition of Partnership assets in accordance with this Article 7.2.

(d) Then, to the General Partner a portion of net profits equal to two percent (2%) of the gross sales price from a sale, exchange, or other disposition of Partnership assets in accordance with this Article 7.2; unless the Partnership becomes obligated to pay a sales commission to a real estate broker, in which case the General Partner shall not be entitled to such compensation.

(e) Then, any remaining net profits shall be allocated ten percent (10%) to the General Partner and ninety percent (90%) to the Limited Partners.

The total allocation of net profits to the General Partner arising from a disposition of Partnership assets in accordance with this Article 7.2 may not, in any event, exceed eighteen percent (18%) or be less than one percent (1%) of the net profits arising from such a disposition.

7.3 All nonoperating losses of the Partnership arising from the sale, exchange or other disposition of all or any part of the assets of the Partnership, from any other voluntary or involuntary conversion of such assets, or from any casualty or taking in condemnation of such assets, shall be determined at the end of each fiscal year, or as of the date of termination of the Partnership, as the case may be and shall be allocated one percent (1%) to the General Partner and ninety-nine percent (99%) to the Limited Partners.

#### ARTICLE VIII

##### Distributions

8.1 "Net Cash Flow" of the Partnership shall mean the total cash receipts from the operation of the Project (including miscellaneous operating income) received by the Partnership during its fiscal year less cash operating expenses, repairs, improvements, replacement reserves, as such reserves are determined necessary in the sole discretion of the General Partner, but not to exceed Five Thousand Dollars (\$5,000) or an aggregate reserve account of Five Thousand Dollars (\$5,000) in any fiscal year, paid by the Partnership during each fiscal year, and debt service. Net Cash Flow of the Partnership shall be distributed in the following order of priority:

(a) First, the Net Cash Flow shall be applied to the payment to Partners of interest and principal, in that order, on loans made pursuant to Article XI.

(b) Then, the remaining Net Cash Flow shall be distributed one percent (1%) to the General Partner and ninety-nine percent (99%) to the Limited Partners.

8.2 The net cash proceeds from the sale, exchange or other disposition of all or any substantial part of the assets of the Partnership shall be distributed in the following order of priority:

(a) First, to payment of debts and liabilities of the Partnership, except to the extent the payment of expenses may be deferred until the receipt of the sales proceeds.

(b) Then, to the setting up of reasonable reserves as determined by the General Partner for the purpose of disbursing such reserves in payment of any contingent liabilities or obligations of the Partnership, and, at the expiration of the reserve period, the balance of such reserves, if any, shall be distributed with the remaining sale proceeds;

(c) Then, to Partners in payment of interest and principal, in that order, on loans made pursuant to Article XI;

(d) Then, to the Limited Partners in the amount equal to their capital contributions less any prior distributions pursuant to this Article 8.2(d);

(e) Then, to the Partners in accordance with their remaining capital accounts; and

(f) Then, ten percent (10%) to the General Partner and ninety percent (90%) to the Limited Partners.

8.3 The net cash proceeds received by the Partnership from the refinancing of any mortgage, from any voluntary or involuntary conversion or disposition of Partnership assets (other than from the sale, exchange or other disposition of all or any substantial part of Partnership assets) or casualty insurance proceeds or condemnation awards, in excess of amounts required to be applied to payment of any mortgage loan or expended in repair or restoration, as the case may be, and any other cash of the Partnership not included in Net Cash Flow and not required to be distributed pursuant to Article 8.2, shall be distributed in the manner and order provided in Articles 8.2(c), (d), (e) and (f).

8.4 All distributions of net cash flow shall be made within three (3) months following the end of each fiscal year, or more often at the discretion of the General Partner, and directly to the Limited Partners at the address specified in Schedule "A," or such other reasonable address of which they shall notify the Partnership in writing.

8.5 If any assets of the Partnership shall be distributed in kind, such assets shall be distributed to the Partners entitled thereto as tenants-in-common in the same proportions in which such Partners would have been entitled to cash distributions.



8.6 No Partner shall be entitled to demand and receive a distribution of Partnership property in return for his capital contributions to the Partnership, except as provided in this Agreement.

## ARTICLE IX

### Control and Management

9.1 The General Partner shall have, except as specifically limited herein, full, exclusive and complete discretion in the management and control of the Partnership for the purposes set forth in Article 3.1. The General Partner agrees to manage and control the affairs of the Partnership to the best of its ability, and to conduct the operations contemplated under this Agreement in a careful and prudent manner and in accordance with good industry practice.

9.2 The General Partner is expressly authorized on behalf of the Partnership to:

(a) Operate any business which is normal or customary for the owner of a real estate development similar to the Project;

(b) Perform any and all acts necessary or appropriate to the development and/or operation of the Project, including but not limited to, applications for rezoning, objections to rezoning of other property, the commencement of litigation or defense of the same, settlement of any litigation involving the Partnership, and the establishment of bank accounts to which all Partnership funds shall be deposited and from which payments shall be made;

(c) Procure and maintain with responsible companies such insurance as may be advisable in such amounts and covering such risks as are deemed appropriate by the General Partner;

(d) Take and hold the real property of the Partnership, in the Partnership name, or in the name of a nominee of the Partnership;

(e) Execute and deliver on behalf of and in the name of the Partnership, or in the name of a nominee of the Partnership, deeds, deeds of trust, notes, leases, subleases, mortgages, bills of sale, and any and all other instruments necessary or incidental to the conduct of the Partnership's business;

(f) Coordinate all accounting and clerical functions of the Partnership and employ accountants, lawyers, leasing agents and other management or service personnel as may from time to time be required to carry on the business of the Partnership;

(g) Execute a promissory note in the amount of Two Million Dollars (\$2,000,000) (the "Promissory Note") and a wraparound mortgage (the "Wraparound Mortgage") to secure the Promissory Note;

(h) Open Partnership bank accounts provided that all checks in excess of the sum of Five Hundred Dollars (\$500) are signed only by either Claude Dorsy or James R. Mitchell as General Partners of First Florida Equities, Ltd., the General Partner;

(i) Cause the Partnership to refinance the First Mortgage (described in the Purchase and Sale Agreement attached to the Memorandum as Exhibit "C") in accordance with the terms of the Wraparound Mortgage;

(j) Borrow funds from a commercial bank, or other financial institution to provide funds for the continuing operation of Partnership business and to fulfill normal working capital needs, and to use the promissory notes of the Limited Partners, letters of credit or any other property accepted by the General Partner as collateral from the Limited Partners to borrow such funds;

(k) Sell partial Limited Partnership Units, provided that the maximum number of Limited Partners is thirty-five (35) and that the amount of the capital contributed in consideration for such a partial Unit by such a Limited Partner is equal to the percentage of the Unit subscribed for and purchased.

9.3 The Limited Partners shall take no part in the conduct or control of the Partnership business and shall have no right or authority to act for or bind the Partnership.

9.4 The General Partner shall not be personally liable for the return of the capital contributions of the Limited Partners or any portion thereof.

9.5 Any Partner may engage in or possess an interest in other business ventures of any nature or description, independently or with others, including but not limited to, the real estate business in all its phases, which shall include

without limitation, ownership, operation, management, syndication and development of real property, and neither the Partnership nor any Partner shall have any rights in or to such independent ventures or the income or profits derived therefrom. Such independent ventures may be in direct competition with the Partnership business.

9.6 The General Partner shall not be liable, responsible or accountable in damages or otherwise to any Partner for any acts performed by it in good faith and within the scope of this Agreement. The General Partner shall, however, be liable for its actions to the extent that the same constitute gross negligence, malfeasance or fraud.

9.7 The General Partner shall be empowered to execute any and all documents on behalf of the Partnership, including but not limited to all documents and instruments in connection with the acquisition of the Project.

9.8 Notwithstanding the generality of the foregoing, the General Partner shall not be empowered, without the consent of the owners of more than seventy-five percent (75%) of the Limited Partnership Units to:

(a) Do any act in contravention of the Certificate;

(b) Do any act which would make it impossible to carry on the ordinary business of the Partnership;

(c) Confess a judgment against the Partnership;

(d) Possess Partnership property or assign its rights in specific Partnership property for other than a Partnership purpose;

(e) Admit a person as a General Partner, except as otherwise permitted in this Agreement;

(f) Continue the business with Partnership property on the death, retirement or insanity of a General Partner or upon the dissolution of a General Partner, except as otherwise permitted in this Agreement;

(g) Change or reorganize the Partnership into any other legal form; or

(h) Admit additional Limited Partners, except as otherwise permitted in this Agreement;

(i) Sell or refinance substantially all of the Partnership's assets.

## ARTICLE X

### Obligations and Compensation of General Partner

10.1 The General Partner shall perform for the Partnership all services customarily performed by a development management company in accordance with sound management practices, including without limitation, the hiring and firing of an on-site resident manager, and other on-site personnel, furnishing services in connection with advertising, sales, renting, maintenance, rent collection, bill paying, bookkeeping, purchasing of goods and supplies, and the maintenance, sales and operation of property. The General Partner shall use its best efforts to cause the sale of the Project at such time as it believes it is in the best interest of the Partnership to do so.

10.2 The General Partner shall be entitled to reimbursement for all expenses and shall receive an annual fee of Ten Thousand Dollars (\$10,000) for each calendar year other than 1983 and 1984 for its services rendered in connection with the management of the Project. For calendar years 1983 and 1984, the General Partner shall be entitled to a fee of Five Thousand Dollars (\$5,000), to be prepaid to the General Partner in 1982.

## ARTICLE XI

### Partnership Loans

11.1 The General Partner or the Limited Partners may make any loan or loans or advance money to the Partnership, and any such loan or advance shall not be considered an increase in or contribution to the capital account of the lending Partner or entitle such lending Partner to any increase in his share of the distributions of the Partnership, or subject such lending Partner as a Partner to any greater proportion of the losses which the Partnership may sustain. The interest rate on any such loan or advance shall be at eighteen percent (18%) per annum. The amount of any such loan or advance shall be deemed an obligation and indebtedness from the Partnership to such lending Partner payable out of Net Cash Flow of the Partnership before other distributions pursuant to Article 8.1(a).

ARTICLE XII

Sale of the Project

The General Partner shall only be permitted to sell the Project after January 1, 1985, provided that owners of more than seventy-five percent (75%) of the Limited Partnership Units indicate in writing to the General Partner their willingness to accept the offer. In the event that the General Partner desires to sell the Project, he shall communicate such offer to the Limited Partners in accordance with the notice provisions of Article XXII. Limited Partners shall indicate their approval or disapproval of the sale of the Project to the General Partner in writing within fifteen (15) days and the failure to respond in writing within fifteen (15) days of receipt of the notice shall constitute an acceptance of the offer by the nonresponding Limited Partner(s).

ARTICLE XIII

Assignment of Partners' Units

13.1 The Limited Partnership Unit(s) of any Partner may not be assigned unless otherwise permitted by the provisions of this Article. Neither the Partnership nor the Partners shall be bound by any such assignment until a counterpart of the instrument of assignment, executed and acknowledged by the parties thereto is delivered to the Partnership, and such assignment shall be effective as of the date specified therein.

13.2 Except as provided in Articles 6.12, no Limited Partner shall transfer, sell, assign, give or otherwise dispose of his Partnership Unit(s) or a part thereof, whether voluntarily or by operation of law, or at a judicial sale or otherwise, to any person, except that this restriction shall not apply to the following transactions, if the occurrence thereof would not result in the "termination" of the Partnership pursuant to Section 708 of the Internal Revenue Code of 1954 (the "Code") in the opinion of Partnership's counsel:

(a) The transfer, assignment, pledge, hypothecation, sale or other disposition by a Limited Partner of all or part of his Partnership Unit(s) to any person with the consent of the General Partner, which consent may be given or withheld in the General Partner's sole discretion and the General Partner may require the Limited Partner to obtain at his sole expense, an opinion of counsel reasonably satisfactory to counsel for the Partnership, that such transfer of his Limited

Partnership Unit(s) or any part thereof is exempt from the registration requirements of the Securities Act of 1933 and other applicable securities laws;

(b) The transfer or assignment by a Limited Partner of all or a part of his Partnership Unit(s), whether on death or inter vivos (in trust or otherwise) to or for the benefit of any member of his immediate family, (i.e., spouse, parents, children, including those adopted, their direct descendants and the spouses of any of them) or to a charitable, religious or educational organization, or a corporation more than fifty percent (50%) of the voting stock of which is owned by him, provided the transfer of his stock is irrevocably restricted in a manner which complies with the intent of this section, or the transfer or assignment by a Limited Partner which is a trust to the beneficiaries thereof in accordance with the terms of the trust instrument;

(c) Any transfer or assignment of the Partnership Unit(s) of a deceased or incapacitated Limited Partner to his legal representative to accomplish any transfer or assignment described under clause (b) above; or

(d) Any pledge, mortgage or hypothecation by a Limited Partner of all or part of his Limited Partnership Unit(s).

13.3 The General Partner shall not, without the consent in writing of owners of more than seventy-five percent (75%) of the Limited Partnership Units, transfer or assign all or any part of its interest as a General Partner in the Partnership. In addition, no assignment may be made if the sole remaining Partner of the General Partner is a corporation; unless, at the time of the assignment the corporation agrees to maintain at all times, a net worth with respect to the Partnership sufficient to meet any applicable Internal Revenue Service guidelines.

13.4 In no event may all or part of the Partnership interest of a Partner be assigned, transferred or otherwise disposed of to any person who is not a citizen and resident of the United States.

13.5 No assignee or transferee of all or part of the Partnership interest of any Partner shall have the right to become a substitute Partner unless:

a. His assignor has stated such intention in the instrument of assignment;

b. The assignee has executed an instrument reasonably satisfactory to the General Partner accepting and adopting the terms and provisions of this Agreement; and

c. The assignor or assignee has paid any reasonable expenses in connection with the admission of the assignee as a Partner.

13.6 If the General Partner or any of its General Partners should acquire Limited Partnership Unit(s) in the Partnership, such General Partner shall to the extent of such interest, enjoy all of the rights and be subject to all of the obligations and duties of a Limited Partner.

13.7 Notwithstanding anything herein to the contrary, no Limited Partner shall have the right to sell, assign or transfer to any person his Unit(s) in the Partnership, or part thereof, without the permission of the General Partner if after such sale, assignment or transfer, either the Partner or the Purchaser, assignee or transferee would hold less than one-tenth (1/10) of a Unit.

13.8 The General Partner is authorized to admit as additional Limited Partners only such persons as apply to become Limited Partners under a private offering. Such new Limited Partners shall become parties hereto by executing such documents as the General Partner may require pursuant to which they agree to be bound by the terms and provisions of the Partnership Agreement. The admission of any Limited Partners pursuant to this paragraph shall not be cause for dissolution of the Partnership.

#### ARTICLE XIV

##### Dissolution and Termination

14.1 The Partnership shall be dissolved and its business will terminate on December 31, 2012, or upon the earliest occurrence of any of the following events:

(a) The General Partner, with the consent of owners of more than seventy-five percent (75%) of the Limited Partnership Units, determines that the Partnership should be dissolved;

(b) The Partnership becomes insolvent or bankrupt;

(c) The death, incompetency, insolvency, bankruptcy or retirement of an individual General Partner who is the

sole General Partner or the dissolution by operation of law of a General Partner which is a corporation or partnership; or

(d) The sale of all or substantially all of the Partnership's assets.

14.2 For purposes of this Agreement, a bankruptcy of the Partnership or the General Partner shall be deemed to occur when such person files a petition in bankruptcy, or voluntarily takes advantage of any bankruptcy or insolvency law, or is adjudicated as bankrupt, or when a petition or answer is filed proposing the adjudication of such person as a bankrupt and such person either consents to the filing thereof or such petition or answer is not discharged or denied prior to the expiration of sixty (60) days from the date of such filing. The insolvency of a person shall be deemed to occur when such person's assets are insufficient to pay his liabilities and he shall so admit by notice to the Partners.

14.3 The General Partner agrees to serve as General Partner of the Partnership until the Partnership is terminated without reconstitution as provided below. Upon the occurrence of any event set forth in Article 16.1 with respect to the removal of the General Partner, the business of the Partnership shall be continued on the terms and conditions of this Agreement, if, within ninety (90) days after such event, owners of more than seventy-five percent (75%) of the Limited Partnership Units shall elect in writing that the business of the Partnership should be continued and shall designate one or more persons to be substituted as General Partner or General Partners. In the event that the Limited Partners elect to continue the Partnership with a new General Partner, such new General Partner shall succeed to all of the powers, privileges and obligations of the removed General Partner hereunder, and the removed General Partner shall forfeit its entire interest in the Partnership.

14.4 It is understood and agreed, however, that no dissolution of the Partnership shall release or relieve any of the parties hereto of their contractual obligations under this Agreement.

14.5 Upon any such Partnership dissolution, all assets shall be sold and the proceeds distributed, or the assets distributed in kind if the General Partner so elects, to the Partners in accordance with the order of priority set forth in Article 8.2.



## ARTICLE XV

### Admission of New General Partner

15.1 Except to the extent provided in Articles 15.2 and 15.3 below, a sole General Partner shall give the Limited Partners at least one hundred twenty (120) days written notice of its proposed liquidation, if applicable, or of its proposed withdrawal as General Partner, in which event the Partnership shall terminate pursuant to the provisions of Article XIV above, unless the owners of more than seventy-five percent (75%) of the Limited Partnership Units elect in writing a new General Partner within ninety (90) days following the giving of such notice.

15.2 A corporation or other entity in which any General Partner directly or indirectly owns more than fifty percent (50%) of the voting stock or other voting equity interest may be admitted as an additional General Partner if the existing General Partner in good faith and with the advice of legal counsel determines that under the then existing provisions of the Internal Revenue Code, Treasury Regulations thereunder and interpretive rulings and judicial decisions, the status of the Partnership as a Partnership for federal income tax purposes is not jeopardized.

15.3 If a General Partner is removed in accordance with Article XVI below, the Limited Partners shall by the affirmative vote of the owners of more than seventy-five percent (75%) of the Limited Partnership Units admit a new General Partner, which new General Partner must meet the necessary requirements to allow the Partnership to qualify as a limited partnership for federal income tax purposes.

15.4 By becoming a member of the Partnership pursuant to this Agreement, each Limited Partner specifically consents to the admission of any new, or additional General Partner selected in accordance with the provisions of this Article XV; and, forthwith upon the admission of such new General Partner, the outgoing General Partner shall withdraw from the Partnership and transfer and assign all of his interest in the Partnership to the additional or substitute General Partner.

## ARTICLE XVI

### Removal of General Partner

16.1 The General Partner may be removed by the affirmative vote of the owners of more than seventy-five percent (75%) of the Limited Partnership Units if at any time such General Partner has:

(a) Willfully, or by his failure to exercise reasonable care, violated in a material respect any provision of this Agreement or any material provision of law; or

(b) In conducting its own affairs or those of the Partnership, jeopardized the status of the Partnership as a partnership for federal income taxation purposes in accordance with the then existing provisions of the Internal Revenue Code as amended, and the regulations promulgated thereunder;

(c) In the event that the General Partner also owns Limited Partnership Units, then its Units shall be excluded in calculating the more than seventy-five percent (75%) affirmative vote requirement.

16.2 Upon the removal of a General Partner for cause as set forth in this Article, the removed General Partner shall cease to be a General Partner and cease to possess any of the powers granted to the General Partner herein and shall forfeit its entire interest in the Partnership.

16.3 Notice of removal reciting the cause for removal, as set forth above, and signed by the owners of more than seventy-five percent (75%) of the Limited Partnership Units shall be sent to the General Partner. Removal shall be effective after delivery of such notice and upon the admission of a new General Partner after the affirmative vote required of the Limited Partners.

## ARTICLE XVII

### Indemnification of General Partner

The Partnership shall indemnify and save harmless the General Partner from any loss or damage incurred by him by reason of any act or omission performed or omitted by him for and on behalf of the Partnership and in furtherance of its interests unless such act or omission is attributable to the General Partner's gross negligence, malfeasance or fraud.

## ARTICLE XVIII

### Death or Insanity of A Limited Partner

18.1 In the event of the death of a Limited Partner, the executor, administrator, or other legal representative of the deceased Limited Partner shall succeed to the rights of such

deceased Limited Partner to receive allocations and distributions hereunder, but shall not be admitted to the Partnership as a Limited Partner. Any assignment or transfer by such executor, administrator or legal representative of all or any part of the deceased Limited Partnership Unit(s) shall be governed by the provisions of Article XIII.

18.2 In the event of the insanity of a Limited Partner during the term of the Partnership, the committee or other legal representative of the insane Limited Partner shall succeed to the rights of such Limited Partner to receive allocations and distributions hereunder, subject to the provisions of this Agreement, but shall not be admitted as a Limited Partner in place of the insane Limited Partner.

## ARTICLE XIX

### Accounting

19.1 The fiscal year of the Partnership shall be the calendar year.

19.2 The General Partner shall keep, or cause to be kept, full and accurate records of all transactions of the Partnership in accordance with principles and practices generally accepted for the accrual method of accounting.

19.3 All of such books of account shall, at all times, be maintained in the principal office of the Partnership, and shall be open during reasonable business hours for the reasonable inspection and examination by the Limited Partners or their authorized representatives, who shall have the right to make copies thereof at their expense.

19.4 The General Partner shall prepare, or cause to be prepared, a federal income tax return for the Partnership; and in connection therewith, make any available or necessary elections, including elections with respect to the useful life of the properties of the Partnership and the rates of depreciation on such properties.

19.5 In the case of a transfer of all or part of the Partnership interest of any Partner or in the event of a distribution of the Partnership's assets, the Partnership, at the sole discretion of the General Partner, may elect pursuant to Section 754 of the Code to adjust the basis of the assets of the Partnership as allowed by Section 734(b) or 743(b) thereof. Because of the significant accounting difficulties and extra expense to the Partnership which may be involved if this

election is made, the Limited Partner who requests such an election will be required to pay all administrative and accounting expenses incurred in connection with such an election.

## ARTICLE XX

### Reports and Statements

20.1 Within ninety (90) days after the end of the fiscal year of the Partnership, the General Partner shall cause to be delivered to the Limited Partners, at Partnership expense, financial statements which shall set forth as of the end of and for such fiscal year the following:

- (a) A profit and loss statement of the Partnership;
- (b) A balance sheet of the Partnership;
- (c) The balances in the capital accounts of each Partner; and
- (d) Such other information, as in the judgment of the General Partner, shall be reasonably necessary for the Partners to be advised of the results of operations of the Partnership.

20.2 The General Partner shall cause to be delivered to the Limited Partners a copy of all federal income tax and information returns required to be filed by the Partnership.

## ARTICLE XXI

### Power of Attorney and Amendments

21.1 The Limited Partners hereby irrevocably make, constitute and appoint the General Partner as their true and lawful attorney:

- (a) To sign, execute, deliver, certify, acknowledge, swear to, file and record the Partnership's Certificate of Limited Partnership or this Agreement, and all amendments thereto; and
- (b) To sign, execute, certify, acknowledge, swear to, file, register and record any other certificates, instruments and documents which may be required of the Partnership or of the Limited Partners of the Partnership, under the laws of the State

of Florida or the laws of any State or by any governmental agency or which the General Partner deems necessary or advisable to file, record, register, deliver or publish, including, without limitation, registration of a fictitious name as required by the Florida Statutes. The foregoing grant of authority may be exercised by the General Partner as such attorney-in-fact, by listing the name of the Limited Partners along with the names of all other persons for whom the General Partner is so acting and executing the Agreement and such other certificates, instruments and documents with the signature of the General Partner. The power granted hereunder shall specifically include the power of the General Partner to execute, file, and record Certificates of Limited Partnership in jurisdictions in which the Uniform Limited Partnership Act is in force.

21.2 The Limited Partners hereby make, constitute, and appoint the General Partner as their true and lawful attorney, to execute and negotiate any and all checks made payable to the Partnership.

21.3 Notwithstanding the provisions of this Article, when acting in a representative capacity, the General Partner shall not have any right, power or authority to amend or modify this Agreement, except to reflect:

- (a) A change in the name of the Partnership;
- (b) The admission and withdrawal of Limited Partners; and
- (c) Changes of addresses of the Partnership, the General Partner and the Limited Partners.

21.4 The General Partner may submit to the Limited Partners any proposed amendment to this Agreement and a statement by the proposer of the purpose of any such amendment. The General Partner shall include in any submission its view as to the proposed amendment. Any such amendment shall be adopted if the General Partner shall have approved such amendment in writing and shall have received written approval thereof from Limited Partners who own more than seventy-five percent (75%) of the Limited Partnership Units. Notwithstanding the foregoing provisions of this Article, no amendment, without the prior written approval of all Partners, may:

- (a) Enlarge the obligations of any Partner under this Agreement;

(b) Enlarge the obligations of the General Partner to the Limited Partners;

(c) Alter the Partnership in such manner as will result in the Partnership no longer being classified as a "partnership" for federal income tax purposes; or

(d) Amend this Article 21.4.

21.5 Each of the Partners irrevocably waives during the term of the Partnership and during the period of its liquidation following any dissolution, any right that such Partner may have to maintain any action for partition with respect to any of the assets of the Partnership.

#### ARTICLE XXII

##### Notices

22.1 Whenever any notice is required or permitted to be given under any provisions of this Agreement, such notice shall be in writing signed by or on behalf of the persons giving such notice, and shall be deemed to have been given when delivered by personal delivery or mailed by certified mail, postage prepaid, return receipt requested, addressed to the person or persons to whom such notice is to be given as follows (or at such other address as shall be stated on a notice similarly given):

(a) To the Limited Partners in accordance with addresses listed in Schedule "A";

(b) To the General Partner, First Florida Equities, Ltd., 1401 Ponce de Leon Boulevard, Suite 300, Coral Gables, Florida 33134.

#### ARTICLE XXIII

##### Binding Effect

Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, successors and assigns.

ARTICLE XXIV

No Oral Modification

No modification or waiver of this Agreement or any part hereof shall be valid or effective unless in writing and signed by the party or parties sought to be charged therewith; and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other subsequent breach or condition, whether of like or different nature.

ARTICLE XXV

Counterparts

This Agreement may be executed in several counterparts each of which shall be deemed an original and said counterparts shall constitute but one and the same instrument which may be sufficiently evidenced by one counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Limited Partnership as of the day and year above written.

WITNESS:

GENERAL PARTNER  
FIRST FLORIDA EQUITIES, LTD.

[Signature]  
Debbie L. Carson

By: [Signature]  
JAMES R. MITCHELL, General Partner

[Signature]  
Debbie L. Carson


By: [Signature]  
CLAUDE DORSY, General Partner

STATE OF FLORIDA )

COUNTY OF DADE )

I HEREBY CERTIFY that on this day personally appeared before me CLAUDE DORSY and JAMES R. MITCHELL, the General Partners of First Florida Equities, Ltd., a Florida limited partnership, which is the General Partner of Pinewood Associates, Ltd., known to me to be the individuals herein described and who did certify and swear to me that they executed the foregoing Limited Partnership Agreement on behalf of said Limited Partnership as General Partners for the purposes therein expressed and in the capacity therein stated.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 25 day of June, 1982.

  
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES AUG 19 1984  
BONDED THRU GENERAL INS. UNDERWRITERS

WITNESS:

LIMITED PARTNER

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

I HEREBY CERTIFY that on this day personally appeared before me \_\_\_\_\_, known to me to be the individual herein described and who did certify and swear to me that he executed the foregoing Limited Partnership Agreement as a Limited Partner for the purposes therein expressed and in the capacity therein stated.

WITNESS my hand and official seal at Miami, Dade County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 1982.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:



IN WITNESS WHEREOF, the parties hereto have executed and certified this Amended and Restated Certificate and Agreement of Limited Partnership as of the day and year above written.

WITNESS:

LIMITED PARTNER  
Alexicore, Inc.

Cynthia J. Everett  
Oliver J. Ireland

By: [Signature]  
Dr. Eduardo Roman, Vice President

STATE OF FLORIDA )  
COUNTY OF DADE ) SS:

I HEREBY CERTIFY that on this day personally appeared before me Eduardo Roman, V.P., Alexicore, Inc. known to me to be the individual(s) herein described and who did certify and swear to me that he/they executed the foregoing Amended and Restated Certificate and Limited Partnership Agreement as Limited Partner(s) for the purposes therein expressed and in the capacity therein stated.

WITNESS my hand and official seal, this 7th day of July, 1982.

Cynthia J. Everett  
Notary Public, State of Florida  
at Large

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JUNE 7 1986  
BOND: \$100,000 GENERAL TRUST UNDERWRITERS

IN WITNESS WHEREOF, the parties hereto have executed and certified this Amended and Restated Certificate and Agreement of Limited Partnership as of the day and year above written.

WITNESS:

LIMITED PARTNER

*[Handwritten signature]*  
\_\_\_\_\_

*[Handwritten signature]*  
\_\_\_\_\_

Stephen A. Blass

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF            )

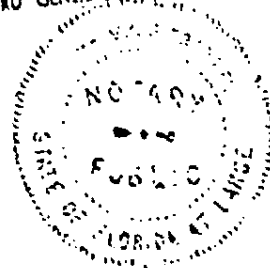
I HEREBY CERTIFY that on this day personally appeared before me Stephen A. Blass, known to me to be the individual(s) herein described and who did certify and swear to me that he/they executed the foregoing Amended and Restated Certificate and Limited Partnership Agreement as Limited Partner(s) for the purposes therein expressed and in the capacity therein stated.

WITNESS my hand and official seal, this 15th day of July, 1982.

*[Handwritten signature]*

Notary Public, State of Florida  
at Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DEC 8 1983  
BONDED THRU GENERAL ISS. UNDERWRITERS



IN WITNESS WHEREOF, the parties hereto have executed and certified this Amended and Restated Certificate and Agreement of Limited Partnership as of the day and year above written.

WITNESS:

LIMITED PARTNER

*Margaret Hoyer*  
*William L. Carson*

*Anne Frankel*  
Anne Frankel

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF DADE )

I HEREBY CERTIFY that on this day personally appeared before me Anne Frankel, known to me to be the individual(s) herein described and who did certify and swear to me that he/they executed the foregoing Amended and Restated Certificate and Limited Partnership Agreement as Limited Partner(s) for the purposes therein expressed and in the capacity therein stated.

WITNESS my hand and official seal, this 30 day of June, 1982.

*Margaret Hoyer*  
Notary Public, State of Florida  
at Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG 19 1984  
BONDED THRU GENERAL INS. UNDERWRITERS

IN WITNESS WHEREOF, the parties hereto have executed and certified this Amended and Restated Certificate and Agreement of Limited Partnership as of the day and year above written.

WITNESS:

LIMITED PARTNER

Margaret Edinger  
Dorothy L. Carson

Irving Frankel  
Irving Frankel

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF DADE )

I HEREBY CERTIFY that on this day personally appeared before me Irving Frankel, known to me to be the individual(s) herein described and who did certify and swear to me that he/they executed the foregoing Amended and Restated Certificate and Limited Partnership Agreement as Limited Partner(s) for the purposes therein expressed and in the capacity therein stated.

WITNESS my hand and official seal, this 31 day of June, 1982.


Margaret Edinger  
Notary Public, State of Florida  
at Large

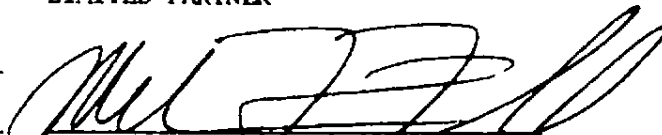
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG 19 1984  
BONDED THRU GENERAL INS. UNDERWRITERS

IN WITNESS WHEREOF, the parties hereto have executed and certified this Amended and Restated Certificate and Agreement of Limited Partnership as of the day and year above written.

WITNESS:

LIMITED PARTNER

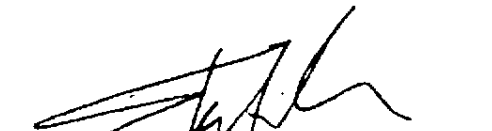
  
\_\_\_\_\_  
Stephen C. Becker

  
\_\_\_\_\_  
Melvin Frankel

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF            )

I HEREBY CERTIFY that on this day personally appeared before me Melvin Frankel, known to me to be the individual(s) herein described and who did certify and swear to me that he/they executed the foregoing Amended and Restated Certificate and Limited Partnership Agreement as Limited Partner(s) for the purposes therein expressed and in the capacity therein stated.

WITNESS my hand and official seal, this 15<sup>th</sup> day of July, 1982.

  
\_\_\_\_\_  
Notary Public, State of Florida  
at Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES ON 12/31/1982  
FOR FURTHER INFORMATION CONTACT THE STATE ARCHIVES

IN WITNESS WHEREOF, the parties hereto have executed and certified this Amended and Restated Certificate and Agreement of Limited Partnership as of the day and year above written.

WITNESS:

LIMITED PARTNER

Marjane P. Lopez  
Debbie L. Carson

James R. Mitchell  
James R. Mitchell

STATE OF FLORIDA )  
COUNTY OF Dade ) SS:

I HEREBY CERTIFY that on this day personally appeared before me James R. Mitchell, known to me to be the individual(s) herein described and who did certify and swear to me that he/they executed the foregoing Amended and Restated Certificate and Limited Partnership Agreement as Limited Partner(s) for the purposes therein expressed and in the capacity therein stated.

WITNESS my hand and official seal, this 15 day of July, 1982.

Marjane P. Lopez  
Notary Public, State of Florida  
at Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG 19 1984  
BONDED THRU GENERAL INS. UNDERWRITERS

IN WITNESS WHEREOF, the parties hereto have executed and certified this Amended and Restated Certificate and Agreement of Limited Partnership as of the day and year above written.

WITNESS:

J. J. [Signature]  
Debbie D. Carson

LIMITED PARTNER

MOVIE MEDIA NETWORK, INC.

By: David I. Weiss, President  
David I. Weiss, President

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF DADE )

I HEREBY CERTIFY that on this day personally appeared before me David I. Weiss, President of Movie Media Network, Inc., known to me to be the individual(s) herein described and who did certify and swear to me that he/they executed the foregoing Amended and Restated Certificate and Limited Partnership Agreement as Limited Partner(s) for the purposes therein expressed and in the capacity therein stated.

WITNESS my hand and official seal, this 22nd day of July, 1982.

J. J. [Signature]  
Notary Public, State of Florida  
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG 19 1984  
BONDED THRU GENERAL INS. UNDERWRITERS

PINWOOD ASSOCIATES, LTD.  
SCHEDULE "A"

<u>Limited Partners Names and Addresses</u>	<u>Number of Units</u> × <u>\$27,340</u> <u>\$27,340 Per Unit 3.30%</u>
Alexicore, Inc. c/o Blass and Frankel, P.A. Suite 2240, AmeriFirst Building One S. E. Third Avenue Miami, Florida	Eight (8) Units = \$218,720
Stephen Blass Suite 2250, AmeriFirst Building One S. E. Third Avenue Miami, Florida	One-half (1/2) Unit = 13,670
Anne R. Frankel 11 Island Avenue Miami Beach, Florida	Nine (9) Units = 246,060
Irving Frankel 11 Island Avenue Miami Beach, Florida	Nine (9) Units = 246,060
Melvin Frankel Suite 2250, AmeriFirst Building One S. E. Third Avenue Miami, Florida	One-half (1/2) Unit = 13,670
James R. Mitchell Suite 200, 1460 Brickell Avenue Miami, Florida 33131	One (1) Unit = 27,340
Movie Media Network, Inc. c/o David I. Weiss 2600 Douglas Road Coral Gables, Florida 33134	Two (2) Units = 54,680
	<hr/> \$ 820,800



LP 12581



FLORIDA DEPARTMENT OF STATE  
George Firestone  
Secretary of State

D.W. McKinnon, Director  
Division of Corporations  
904/488-9636

Mrs. Nettie Sims, Chief  
Bureau of Corporate Records  
904/488-9383

Steven W. Simon  
1401 Brickell Avenue  
Suite 1101  
Miami, Florida 33131

SUBJECT: Pine Wood Associates, Inc.

DOCUMENT NUMBER: LP 12581

As per your request, a refund of \$ 30.00 is enclosed.

REASON FOR REFUND:

- 1. \_\_\_\_\_ Withdrawal of Charter.
- 2. XX Overpayment of filing fee.
- 3. \_\_\_\_\_ Charter not on record in this office.
- 4. \_\_\_\_\_ Overpayment of certification fee.
- 5. \_\_\_\_\_ Filing fee previously paid.
- 6. \_\_\_\_\_ No fee required.
- 7. \_\_\_\_\_ No response to our letter of \_\_\_\_\_
- 8. \_\_\_\_\_ Overpayment of charter tax.
- 9. \_\_\_\_\_ Other:

If you have any questions regarding this matter, please let us know.

Sincerely,

Nettie F. Sims, Chief  
Bureau of Corporate Records

NPS 511  
(Corp 77 12-52)

Division of Corporations • P.O. Box 6327 • Tallahassee, Florida 32301

REQUISITION FOR REFUND

This money was originally received per validator stamp as follows:

8-11-62	4000	000	\$	\$1000.00
Date	Validation No.	Machine No.	Dept. No.	Amount

Requested by: \_\_\_\_\_  
Authorized Signature

For Use by Fiscal Division

Paid by Revolving Fund/Check No: \_\_\_\_\_

dated \_\_\_\_\_ amount \_\_\_\_\_

NAME  
 ADDRESS  
 CITY STATE A/C PHONE #

LIST CORPORATION(S)

VALIDATION ONLY

*ALBION*

*LP 12591*

DOMESTIC  
 PROFIT  
 NON-PROFIT  
 AMENDMENT  
 ALIEN  
 FOREIGN  
 DISSOLUTION  
 MERGER  
 CERTIFIED COPY  
 CERTIFICATE US/CAL  
 LIMITED PARTNERSHIP  
 ANNUAL REPORT  
 RESERVATION  
 OTHER  
 REINSTATEMENT

WALK IN  
 WILL WAIT  
 PICK UP  
 MAIL

C. TAX \_\_\_\_\_  
 FILING \_\_\_\_\_  
 R. AGENT FEE \_\_\_\_\_  
 C. COPY \_\_\_\_\_  
 TOTAL \_\_\_\_\_  
 R. BANK \_\_\_\_\_  
 BALANCE DUE \_\_\_\_\_  
 REFUND \_\_\_\_\_

Name Availability	<i>CP</i>
Document Examiner	<i>CP</i>
Updater	<i>11/2/89</i>
Updater Verifier	<i>8-9/89</i>
Acknowledgment	
W. P. Verifier	

Increase to  
 \$82,000.00

47: ~~1000.00~~  
 600.00  
 1000.00  
 600.00

Rev. 7-17-80

APPLICATION FOR REFUND  
FROM  
STATE OF FLORIDA

STATE OF FLORIDA )  
COUNTY OF )

Pursuant to the provisions of Section 215.26, or Section \_\_\_\_\_  
Florida Statutes, I hereby apply for a refund and request that a State warrant be  
drawn in favor of:

NAME: Pine Wood Associates, Ltd.  
ADDRESS: Suite 1101 1401 Brickell Ave  
Miami FL 33131  
AGENT: \_\_\_\_\_

which represents moneys I paid into the State Treasury subject to refund, and to substantiate  
such claim the following facts are submitted:

Source for claim: General Revenue - Refunds (1-641-0211)  
General Revenue (1-641-0211) Jan 1982

CERTIFIED TRUE AND CORRECT this 17 day of Aug, 1982

[Signature]  
(Signature)

Form to be completed if authority is other than Section 215.26, Florida Statutes.

(FOR AGENCY USE ONLY)

( ) Agency recommends denial of above claim based on the following facts, including statutory  
authority for collection: \_\_\_\_\_

or

( ) Agency recommends approval of above claim and submits the following information to sub-  
stantiate such claim.

The amount recommended \$ 30.00  
The amount requested above was originally deposited into the State Treasury, included  
in the State Treasurer's Receipt # 4080, dated 8-11-82.  
( ) General Revenue \_\_\_\_\_  
(Revenue Code)

(xx) Trust 61300-001012  
(Name and Code Number of Trust Account)  
Statutory Authority for Collection 629.02  
It is requested that payment be made from:

( ) Refund of Overpayment of Taxes - General Revenue-Refunds (1-641-0211)

(xx) Trust 2-453-0211  
(Name and Code Number of Trust Account)  
CERTIFIED TRUE AND CORRECT this 20th day of August, 1982

Division of Corporations, Bureau of Corporate Records  
(Agency)

\_\_\_\_\_  
(Signature of Authorized Person)

Bureau Chief  
(Title)

SECTION 215.26 STATES, IN PART: "APPLICATION FOR REFUNDS AS PROVIDED BY THIS SECTION SHALL BE  
FILED WITH THE COMPTROLLER, EXCEPT AS OTHERWISE PROVIDED HEREIN, WITHIN 3 YEARS AFTER THE RIGHT  
TO SUCH REFUND SHALL HAVE ACCRUED ELSE SUCH RIGHT SHALL BE WAIVED." Three years is interpreted  
as meaning three years from the date of payment into the State Treasury.

Charter # Only

LP 12591

VALIDATION ONLY

6754 6/30/83  
6754 6/30/83

Requestor's Name

CLAUDE DORSY  
ATTORNEY AT LAW  
SUITE 200, 1401 PONCE DE LEON BOULEVARD  
CORAL GABLES, FLORIDA 33134

Address

City State ZIP Phone #

CORPORATION(S) NAME

JUN 29 2 39 PM '83  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

- PROFIT
- NON-PROFIT
- AMENDMENT
- MERGER
- FOREIGN
- DISSOLUTION
- MARK
- LIMITED PARTNERSHIP
- ANNUAL REPORT
- REINSTATEMENT
- OTHER
- CERTIFIED COPY
- PHOTO COPIES
- CERTIFICATE UNDER SEAL
- WALK IN
- WILL WAIT
- PICK UP
- MAIL OUT
- CALL
- AFTER 4:30

1983

Name	
Availability	
Document Examiner	Om
Updater	OSW JUN 30 1983
Updater Verifier	RLB 6/30
Acknowledgment	Op
W.P. Verifier	CR

OUR RECORDS SHOW THE INVESTED CAPITAL FOR THE LIMITED PARTNERSHIP TO BE \$ 820,000.00.

THE AMOUNT SHOWN ON THE ANNUAL REPORT FILED WAS \$ 135,000.00.

AN AMENDMENT MUST BE FILED TO INCREASE OR DECREASE THE INVESTED CAPITAL; THIS CHANGE CANNOT BE EFFECTED ON THE ANNUAL REPORT.

1983

ANNUAL REPORT LIMITED PARTNERSHIP

TO: Honorable Secretary of State  
The Capitol  
Tallahassee, Florida 32304

Name of Partnership PINEWOOD ASSOCIATES, LTD.

Principal Place of Business Suite 300/1401 Ponce de Leon Blvd., Coral Gables, FL 33134

Amount of Invested Capital \$135,000 830,000.00

Date Formed May 28, 1982

NAME AND ADDRESSES OF PARTNERS:

GENERAL:

ADDRESS:

First Florida Equities, Ltd. Suite 300/1401 Ponce de Leon Blvd., Coral Gables, Florida 33134

LIMITED:

ADDRESS:

see attached

FILED  
MAY 29 2 39 PM '82  
TALLAHASSEE, FLORIDA

General Nature of Business Operate apartment rental complex

We, the undersigned, certify that the above statement is true and correct to the best of our knowledge and belief.

By: [Signature]  
Gen. Partner/First Florida Equities, Ltd.  
General Partner

Filing fee figured at the rate of \$4 per thousand on invested capital, but in no case shall the amount be less than \$30 nor more than \$1000. Filing fee prorated where Partnership has not been in existence twelve months prior to December 31.



GEORGE FIRESTONE  
SECRETARY OF STATE

## Secretary of State

STATE OF FLORIDA  
THE CAPITOL  
TALLAHASSEE 32304

D. W. MCKINSON, DIRECTOR  
DIVISION OF CORPORATIONS

A12591 *pay*  
PINE WOOD ASSOCIATES, LTD.  
1471 PONCE DE LEON BLVD  
SUITE 300  
CORAL GABLES, FLORIDA  
33134

1983

Under Florida law it is necessary that your limited partnership file an Annual Report and pay the filing fee on or before January 1, in order to receive from this office a "Certificate of Authority" to do business during the coming calendar year.

On the reverse side of this letter is a form to be completed and returned to this office with a check to cover the filing fee. This fee is figured at the rate of \$4 a thousand on total contributions with a minimum of \$30 and a maximum of \$1000.

If the above requirements are not complied with, Chapter 620, Florida Statutes, requires the limited partnership be removed from the active files of this office and the name made available for use by any other party.

Please let us know if we may be of assistance in this matter.

Limited Partnerships

11517 1927

PINEWOOD ASSOCIATES, LTD.  
SCHEDULE "A"

Limited Partners Names and Addresses

Alexicore, Inc.  
c/o Blass and Frankel, P.A.  
Suite 2240, AmeriFirst Building  
One S. E. Third Avenue  
Miami, Florida

Stephen Blass  
Suite 2250, AmeriFirst Building  
One S. E. Third Avenue  
Miami, Florida

Anne R. Frankel  
11 Island Avenue  
Miami Beach, Florida

Irving Frankel  
11 Island Avenue  
Miami Beach, Florida

Melvin Frankel  
Suite 2250, AmeriFirst Building  
One S. E. Third Avenue  
Miami, Florida

James R. Mitchell  
Suite 200, 1460 Brickell Avenue  
Miami, Florida 33131

Movie Media Network, Inc.  
c/o David I. Weiss  
2600 Douglas Road  
Coral Gables, Florida 33134



LP 12591

CLAUDE BORN  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

COURIER

1301 Dade Boulevard  
Second Floor  
Miami Beach, Florida 33139  
Telephone: (305) 673-8818  
June 28, 1984

RECEIVED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
JUN 29 11 51 AM '84

Ms. Martha Burnley  
Office of the Secretary of State  
Division of Corporations  
Room 2002  
The Capitol Building  
Tallahassee, Florida 32301

Dear Martha: A12591

005 4727 6/29/84

Enclosed are annual reports for the following limited partnerships:

005 4727 6/25/84

1. North Apartments, Ltd.
2. Spring Tree I, Spring Tree II, and Spring Tree III
3. West Apartments, Ltd.
4. Galloway-Kendall Plaza, Ltd.
5. Pine Wood Associates, Ltd.
6. Wood Pine Associates, Ltd.
7. Lake Ibuse I. Ltd.
8. Caravel Management, Ltd.
9. Caravel Village, Ltd.
10. First Equities, Ltd.
11. Springwood Associates, Ltd.
12. Northwood Associates, Ltd.

FILED  
1984 JUN 29 PM 12:33  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Annual reports are enclosed for the following Florida corporations:

Name	1. American General Interiors, Inc.
Availability	2. Cross Keys Management, Inc.
Document	3. Cross Keys Village, Inc.
Number	MB
	MB
	MB

C. TAX \_\_\_\_\_  
 FILING 250  
 R. AGENT FEE \_\_\_\_\_  
 C. COPY \_\_\_\_\_  
 TOTAL 250  
 N. BANK \_\_\_\_\_  
 BALANCE DUE \_\_\_\_\_  
 RE. UNL. \_\_\_\_\_

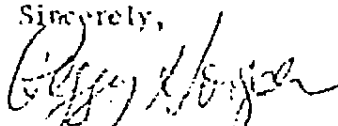
Page Two  
Ms. Martha Barnley  
June 28, 1954

There is also enclosed an amendment for North Apartments, Ltd. along with a check to cover the filing fee for the amendment. Please note that the amendment reduces the capitalization to \$100 and thus, a check for \$30 for the filing fee is enclosed.

Please call me on Friday or Babbie Carson next week at the above telephone number if you have any questions regarding the annual reports or amendment.

As always, Martha, thank you for your assistance.

Sincerely,



Margaret C. Hooper

Enclosures

DUE DATE ON OR BEFORE DECEMBER 31, 1983

LIMITED PARTNERSHIP  
ANNUAL REPORT  
1984



DEPARTMENT OF STATE  
George F. Armstrong  
Secretary of State  
DIVISION OF CORPORATIONS

Read Notice and Instructions on Other Side Before Making Entries  
Filing Fee Required--Make Checks Payable To: Secretary of State

1 Name and Mailing Address of Limited Partnership		2 Enter Change of Address of Limited Partnership	
PINE WOOD ASSOCIATES, LTD. 1401 PONCE DE LEON BLVD SUITE 300 CORAL GABLES, FLORIDA 33134		Mailing Address 1301 Dade Boulevard Second Floor City Miami Beach State Florida Zip Code 33139	

3 Date Registered To Do Business in Florida 05/28/1982	4 Date of Last Report 06/29/1983
---	-------------------------------------

5 Amount of Invested Capital: 820,000  
 INVESTED CAPITAL IS DEFINED AS THE LIMITED PARTNERS CONTRIBUTIONS AS ORIGINALLY FILED OR LAST AMENDED WITH THIS OFFICE

6 Filing fee is figured at the rate of \$4.00 per thousand on invested capital, but in no case shall the amount be less than \$30.00 nor more than \$1,000.00. Filing fee is prorated where the partnership has not been in existence twelve months prior to December 31.

For questions concerning invested capital or filing fees please call (904) 488-9840.

FILED  
 1984 JUN 29 PM 12:33  
 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

7 I, Partner, certify that the above statement is true and correct to the best of my knowledge and belief

Signature: <i>Claude Dorsy</i>	Date: June 18, 1984
Typed Name of Signing General Partner: Claude Dorsy, Gen. Partner	Telephone Number: 305/673-8818

First Florida Equities, Ltd.  
General Partner

IMPORTANT:

DUE DATE ON OR BEFORE JANUARY 1, 1986

LIMITED PARTNERSHIP  
ANNUAL REPORT  
1985



Secretary of State  
DIVISION OF CORPORATIONS

Read Notice and Instructions on Other Side Before Making Entries  
Filing Fee Required - Make Checks Payable To: Secretary of State

<p>1 Name and Mailing Address of Limited Partnership</p> <p><b>A12591</b> <b>PINE WOOD ASSOCIATES, LTD.</b> <b>1301 GAGE BOULEVARD, SECOND FLOOR</b> <b>MIAMI BEACH, FL. 33139</b></p> <p>If above address is incorrect in any way enter the correct address in item 2. Include Zip Code.</p>	<p>2 Enter Change of Address of Limited Partnership</p> <p>Mailing Address: <i>[Handwritten mark]</i></p> <p>Principal Street Address: <b>9095 S.W. 87 AVENUE</b> <b>SUITE 501</b></p> <p>City: <b>MIAMI, FLORIDA 33176</b></p> <p>State: _____ Zip Code: _____</p>
---	---

3 Date Registered To Do Business in Florida <b>05/28/1982</b>	4 State or Country of Formation
--	---------------------------------

<p>5 Amount of Capital Contributions: <b>\$820,000.00</b></p> <p>CAPITAL CONTRIBUTION IS DEFINED AS THE LIMITED PARTNERS CONTRIBUTIONS AS ORIGINALLY FILED OR LAST AMENDED WITH THIS OFFICE.</p>	<p>6a SRZ</p> <p>6b SRZ</p> <p>6c SRZ</p>
--	---

Filing fee is figured at the rate of \$4.00 per thousand on CAPITAL CONTRIBUTION, but in no case shall the amount be less than \$30.00 nor more than \$250.00. For questions concerning capital contributions or filing fees please call (904) 488-9840

6d Name and Street Address of each General Partner	Street Address of Each General Partner (Do NOT Use Post Office Box Numbers)	City and State
First Florida Equities, Ltd.	9095 S.W. 87 Ave. Suite 501	Miami, Fla. 33176

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner

7 IMPORTANT - THIS SECTION MUST BE COMPLETED

Has this limited partnership amended its certificate to reflect an increase in the capital contributions since the last annual report?

YES  NO

7a IMPORTANT - THIS SECTION MUST BE COMPLETED

Have all amendments been filed with this office? (Note: If answer is NO, this report cannot be processed until all amendments have been filed)

YES  NO

Signature: <i>[Handwritten Signature]</i>	Date: <b>6/25/85</b>
Typed Name of Signing General Partner: <b>CLAUDE DORSY</b>	Telephone Number: <b>305/271-7600</b>

STATE OF Florida COUNTY OF Dade  
CLAUDE DORSY

BEFORE ME, this day personally appeared \_\_\_\_\_ who being duly sworn deposes and says that the statements contained in the foregoing Annual Report are true and correct

SWORN TO AND SUBSCRIBED before me this 25 day of June 1985

My commission expires \_\_\_\_\_  
*[Handwritten Signature]*

IMPORTANT:

DUE DATE ON OR BEFORE JANUARY 1, 1986

LIMITED PARTNERSHIP ANNUAL REPORT

1986



FLORIDA DEPARTMENT OF STATE George Firestone Secretary of State DIVISION OF CORPORATIONS

DO NOT WRITE IN THIS SPACE

FILED

DEC 10 2 46 PM '85

SECRETARY OF STATE TALLAHASSEE, FLORIDA

Read Notice and Instructions on Other Side Before Making Entry Filing Fee Required - Make Checks Payable To: Secretary of State

Form with fields for Name and Mailing Address of Limited Partnership (A12591 PINE WOOD ASSOCIATES, LTD., 9395 S.W. 87TH AVENUE SUITE 501 MIAMI, FL 33176) and 2. Enter Change of Address of Limited Partnership (Mailing Address, Principal Street Address, City, State, Zip Code).

Form with fields for 3. Date Registered To Do Business in Florida (05/28/1982), 4. State or County of Formation (FLORIDA), 5. Amount of Capital Contributions (\$820,000.00), and Filing Fee (250.00). Includes a definition of CAPITAL CONTRIBUTION.

Table with 3 columns: Names of General Partner(s), Street Address of Each General Partner(s), and City and State. Entry: FIRST FLORIDA EQUITIES, 9095 SW 87 AVE #501, MIAMI, FLORIDA.

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner.

Form with fields for 7. IMPORTANT THIS SECTION MUST BE COMPLETED (Has this partnership amended its certificate to reflect an increase in the capital contributions since the last annual report?) and 7a. IMPORTANT THIS SECTION MUST BE COMPLETED (Have all amendments been filed with this office?). Includes signature of Claude Dorsey, Pres. of General Partner, dated 12/4/85, telephone number (305) 271-7600.

STATE OF FLORIDA COUNTY OF DADE

BEFORE ME this day personally appeared C. Dorsey, who being duly sworn deposes and says that the statements contained in the foregoing Annual Report are true and correct.

SWORN TO AND SIGNED before me this 4th day of DECEMBER 1985. Notary Public signature.

CAROL FRANCES KEYS

ATTORNEY AT LAW  
 3001 S.W. 8TH AVENUE  
 SUITE 400  
 MIAMI, FLORIDA 33136  
 (305) 274-4118

**A12591** 1987

D. W. McKinnon, Director  
 Secretary of State  
 Division of Corporations  
 Amendments Division  
 P. O. Box 6327  
 Tallahassee, Florida 32314

03/18/87	00005	016
LIMITED PARTNERSHIPS		
CERT/PHOTO COPY		30.00
LTD PARTNERSHIP		30.00
=====		
TOTAL		60.00

RE: Pinewood Associates, Ltd.

Dear D. W. McKinnon:

Enclosed please find the original and two copies of the Second Amendment to the Amended and Restated Certificate of Limited Partnership of Pinewood Associates, Ltd., for filing with your office. Accordingly, enclosed is a check in the amount of \$60.00 which includes the filing fee of \$30 along with the \$15 for each of the certified copies.

Since time is of the essence, kindly file and return to me in the enclosed Federal Express envelope.

Thank you for your prompt and kind cooperation in this matter.

Very truly yours,

Carol F. Keys

CFK  
 Enclosures  
 L1291  
 BLT  
 BLT

RECEIVED  
 1987 MAR 16 AM 8 58  
 C. TAY  
 WOUND

FIRST AMENDMENT TO  
THE AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP  
OF PINWOOD ASSOCIATES, LTD.

As of March 13, 1987

This First Amendment to the Amended and Restated Certificate of Limited Partnership of Pinewood Associates, Ltd. shall add Article XXVI described below to the Partnership Agreement and shall amend the Certificate of Limited Partnership of Pinewood Associates, Ltd., filed with the Secretary of State on May 28, 1982 and the Amended and Restated Certificate of Limited Partnership of Pinewood Associates, Ltd., filed with the Secretary of State on August 3, 1982 by the General Partner and the Limited Partners described in Schedule "A" attached thereto.

ARTICLE XIV

Dissolution and Termination

The date of dissolution and termination as stated in Paragraph 14.1 shall be amended to June 1, 2022. The remainder of Article XIV, Paragraphs 14.1 (a), (b) and (c) shall remain unchanged.

ARTICLE XXVI

Additional Partnership Authorization

The Partnership is authorized to execute a note and mortgage in order to obtain a loan to be coinsured by DRG Funding Corporation (the "Mortgagee") and the Department of Housing and Urban Development ("HUD") and to execute a Regulatory Agreement between the Partnership and the Mortgagee and such other documents required by the Mortgagee and/or HUD in connection with said loan. Any incoming partner, as a condition of receiving an interest in the partnership property, shall agree to be bound by the note, mortgage and Regulatory Agreement and other documents required in connection with said loan to the same extent and on the same terms as the other partners. Upon any dissolution, no title or right to possession and control of the partnership property, and no right to collect the rents therefrom, shall pass to any person who is not bound by the Regulatory Agreement in a manner satisfactory to the Mortgagee and HUD. The provisions of the Regulatory Agreement shall be controlling over any inconsistent provisions of this instrument or other agreements among the partners. So long as the Mortgagee, HUD, or its or their successors or assigns, is the coinsurer or holder of the mortgage on THE SPRING TREE I APARTMENTS, FHA Project # #066-10516, no amendment to this FIRST AMENDMENT TO THE AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP OF PINWOOD ASSOCIATES, LTD. which results in any of the following shall be of force or effect without the prior written consent of the Mortgagee and/or HUD: (1) any amendment which modifies the duration of this FIRST AMENDMENT TO THE AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP OF PINWOOD ASSOCIATES, LTD.; (2) any amendment which results in the requirement that a HUD previous participation certification (HUD Form 2530) be obtained for any additional "principal," as that term is defined by HUD; (3) any amendment which in any way impacts or affects the coinsured mortgage or Regulatory Agreement; and (4) any amendment which alters or deletes the terms and provisions of this Paragraph.

IN WITNESS WHEREOF, the parties hereto have executed and certified this Agreement of Limited Partnership as of the day and year above written.

WITNESS:

[Signature]

Phyllis J. Wolff

GENERAL PARTNER  
FIRST FLORIDA EQUITIES, LTD.  
a Florida Limited Partnership

By: [Signature]  
Claude Dorsy, General Partner

STATE OF FLORIDA )

COUNTY OF DADE )

I HEREBY CERTIFY that on this day personally appeared before me CLAUDE DORSY, General Partner of First Florida Equities, Ltd., a Florida Limited Partnership, known to me to be the individual herein described and who did certify and swear to me that he executed the foregoing Limited Partnership Agreement on behalf of the General Partner for the purposes therein expressed and in the capacity therein stated.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 13 day of March, 1987.

Phyllis J. Wolff  
Notary Public, State of Florida  
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES 03/11/1989  
BOND # 100,000.00



DUE DATE ON OR BEFORE JANUARY 1, 1987

LIMITED PARTNERSHIP  
ANNUAL REPORT

1987



DEPARTMENT OF STATE  
Secretary of State  
DIVISION OF CORPORATIONS

DO NOT WRITE IN THIS SPACE

FILED

Dec 16 11 27 AM '86

SECRET  
Read Instructions on Other Side Before Making Entry  
Filing Fee Required — Make Checks Payable To: Secretary of State

112591  
PINE WOOD ASSOCIATES, LTD.  
9095 S.W. 87TH AVENUE  
SUITE 501  
MIAMI, FL 33176

7. Enter change of Address of Limited Partnership  
Mailing Address  
Principal Street Address  
City  
State To Code

NO FILING FEE REQUIRED FOR THIS REPORT UNLESS THE PARTNER HAS MADE A CHANGE OF ADDRESS

8. FILING INFORMATION  
Date of Report: 05/28/1982  
State: FLORIDA  
Filing Fee: \$20,000.00  
PARTIAL CONTRIBUTION IS DEFINED AS THE LIMITED PARTNER'S CONTRIBUTIONS  
MADE SINCE THE LAST ANNUAL REPORT AVERAGED WITH THIS OFFICE  
CASH CONTRIBUTION: \$20,000.00  
PROPERTY CONTRIBUTION: \$0.00  
LOAN CONTRIBUTION: \$0.00  
TOTAL CONTRIBUTION: \$20,000.00  
CASH CONTRIBUTION IS DEFINED AS THE LIMITED PARTNER'S CONTRIBUTIONS  
MADE SINCE THE LAST ANNUAL REPORT AVERAGED WITH THIS OFFICE  
CASH CONTRIBUTION: \$20,000.00  
PROPERTY CONTRIBUTION: \$0.00  
LOAN CONTRIBUTION: \$0.00  
TOTAL CONTRIBUTION: \$20,000.00

9. OTHER INFORMATION  
Document Number  
Update  
Registered Agent  
W.P. Number  
Filing Fee  
TOTAL

02/11/87 00052  
LIMITED PARTNERSHIP OF  
REGISTERED AGENT  
TD PARTNERSHIP

Name of General Partner	Address of Each General Partner (Do NOT use Post Office Box Numbers)	City and State
FIRST FLORIDA EQUITIES	9095 SW 87 AVE #501	MIAMI, FLORIDA

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner

REGISTERED AGENT INFORMATION

Claude Dorsy, Esq.

9095 S.W. 87th Avenue Suite 501

Miami, Florida 33176

*Claude Dorsy*  
Signature of Registered Agent

DATE 12/9/86

EFFECTIVE JANUARY 1, 1987, A REGISTERED AGENT AND AN ADDITIONAL FEE OF \$3 IS REQUIRED

*Claude Dorsy*  
Signature of General Partner

General Partner of GP

DATE 12/9/86

(305)271-7600

Florida

Date

Claude Dorsy

# A12591

## CAROL FRANCES KEYS

ATTORNEY AT LAW  
6095 S W 87th AVENUE  
SUITE 501  
MIAMI, FLORIDA 33174  
(305) 274-6418

September 2, 1987

09/18/87 00075 002	
LIMITED PARTNERSHIPS	
CHARTER FILING	30.00
-----	
TOTAL	30.00

Ms. Lyn Turley  
Division of Corporation  
Florida Department of State  
P.O. Box 6327  
Tallahassee, Florida 32314

Re: Second Amendment to the Amended and Restated Certificate and Agreement of Limited Partnership of Pinewood Associates, Ltd.

Dear Lyn:

Enclosed please find the original and one copy of the above referenced Amendment for filing with your office. Accordingly, also enclosed is our check in the amount of \$30.00 to cover the cost of filing and for one certified copy.

Thank you for your assistance in this matter.

Very truly yours,

*Karen Bloom*  
Karen Bloom  
Secretary to Carol F. Keys

FILED  
SEP 10 12 25 PM '87  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Enclosures  
K583/1

Name	
Availability	
Examiner	LT
Updater	LT
Updater Verifier	LT
Acknowledgement	LT
W. P. Verifier	LT

C. TAX \_\_\_\_\_  
 FILING 30 \_\_\_\_\_  
 R. AGENT FEE \_\_\_\_\_  
 C. COPY \_\_\_\_\_  
 TOTAL \_\_\_\_\_  
 N. BANK \_\_\_\_\_  
 BALANCE DUE \_\_\_\_\_  
 REFUND \_\_\_\_\_

*Amended*

FILED

SEP 10 12 25 PM '87

SECOND AMENDMENT TO THE AMENDED AND RESTATED  
CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP  
OF PINWOOD ASSOCIATES, LTD.

September 1, 1987

The Certificate of Limited Partnership of Pinewood Associates, Ltd., which was filed with the Secretary of State on May 28, 1982 and which Amended and Restated Certificate and Agreement of Limited Partnership of Pinewood Associates, Ltd., was filed with the Secretary of State on August 3, 1982 is hereby amended by this Second Amendment to the Amended and Restated Certificate and Agreement of Limited Partnership of Pinewood Associates, Ltd., by First Florida Equities Ltd., a Florida limited partnership, the Resigning General Partner and First Florida Equities, Inc., a Florida corporation, the Additional General Partner and is amended as follows:

ARTICLE I

Formation and Name

Article 1.1 shall be modified to reflect that First Florida Equities, Inc., a Florida corporation has been added as an additional general partner pursuant to the provisions of Article XV of the Amended and Restated Certificate and Agreement of Limited Partnership of Pinewood Associates, Ltd. Subsequent to the addition of First Florida Equities, Inc., a Florida corporation, as an Additional General Partner, First Florida Equities, Ltd., a Florida limited partnership, has resigned as a General Partner pursuant to the provisions of Article XV of the Amended and Restated Certificate and Agreement of Limited Partnership of Pinewood Associates, Ltd.

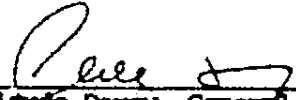
Except as expressly provided herein, all of the terms and provisions of the Amended and Restated Certificate and Agreement of Limited Partnership shall remain in full force and effect and are hereby ratified and confirmed.

This Amendment is being filed within 30 days after the addition of First Florida Equities, Inc., a Florida corporation as an Additional General Partner and the resignation of First Florida Equities, Ltd. a Florida limited partnership which occurred on September 1, 1987.

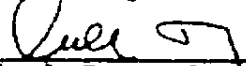
The execution of this Agreement by the undersigned constitutes an affirmation under the penalties of perjury that the acts stated herein are true.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Amended and Restated Certificate and Agreement of Limited Partnership of Pinewood Associates, Ltd. this 1st day of September, 1987.

RESIGNING GENERAL PARTNER:  
FIRST FLORIDA EQUITIES, LTD.  
a Florida limited partnership

By:   
Claude Dorsy, General Partner

ADDITIONAL GENERAL PARTNER:  
FIRST FLORIDA EQUITIES, INC.  
a Florida corporation

By:   
Claude Dorsy, President

LIMITED PARTNERSHIP  
ANNUAL REPORT  
**1988**



FLORIDA DEPARTMENT OF STATE  
200 South  
Secretary of State  
DIVISION OF CORPORATIONS

DO NOT WRITE IN THIS SPACE

**FILED**

DEC 31 3 01 PM '87

Read Instructions on Other Side Before Making Entries  
Filing Fee Required — Make Checks Payable To: Department of **SECRETARY OF STATE  
TALLAHASSEE, FLORIDA**

1. Name and Mailing Address of Limited Partnership		2. Enter Change of Address of Limited Partnership	
112591 PINWOOD ASSOCIATES, LTD. 9095 S.W. 87TH AVENUE SUITE 501 MIAMI, FL 33176		Mailing Address Principal Street Address City State Do Code	

3. Date Registered To Do Business in Florida 05/28/1982	4. State or County of Formation FLORIDA	<b>FOR FISCAL USE ONLY</b>
--	--	----------------------------

5. Amount of Capital Contributions \$ 5820,000.00

CAPITAL CONTRIBUTION IS DEFINED AS THE LIMITED PARTNERS CONTRIBUTIONS AS ORIGINALLY FILED OR LAST AMENDED WITH THIS OFFICE.

6. Filing Fee Required in the sum of \$4.00 per thousand of CAPITAL CONTRIBUTION, but in no case less than \$20.00 nor more than \$250.00. For questions concerning CAPITAL CONTRIBUTION or this form please call (904) 487-6000. Please submit your 1988 Annual Report with a certificate of U.S. Dollars payable as per a financial institution located in the U.S.

01/07/88 00102 014  
LIMITED PARTNERSHIP  
LTD PARTNERSHIP 260

7. Name and Business Address of each General Partner	8. Address of Each General Partner (Do NOT Use Post Office Box Numbers)	9. City and State
FIRST FLORIDA EQUITIES, Inc.	INC. 9095 SW 87th Avenue Suite 501	MIAMI, FLORIDA

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner

REGISTERED AGENT INFORMATION		OFFICE USE ONLY
10. Name of Registered Agent	11. Address of Registered Agent	Document Examiner
CLAUDE DORSEY	196 S.W. 87TH AVE	LT
MIAMI, FL	7a. Code	Updater
	3317500000	LT
		Updater Verifier
		DCO
		Filing Fee

Note: The Registered Agent MAY NOT be changed on this form; an Amendment must be filed.

12. Name of Filing General Partner	13. Title	14. Date
<i>Claude Dorsey</i>	President of GP	12/28/87
		15. Telephone Number
		(305) 271-7600

16. State of Filing: Florida COUNTY OF: Dade

17. I, Claude Dorsey, hereby certify that I am the person who has signed the Partnership's name on this filing and that I am the person who has signed the Partnership's name on the filing of the Partnership's 1988 Annual Report.

18. I, Phyllis J. Wolff, Secretary of State, do hereby certify that I have received the Partnership's 1988 Annual Report and that I have filed it with the Department of State on this day of December, 1987.

FILE ON OR BEFORE DECEMBER 31, 1995 OR PARTNERSHIP  
WILL BE SUBJECT TO REVOCATION AND \$500 PENALTY FEE

LIMITED PARTNERSHIP  
ANNUAL REPORT  
1996



FLORIDA DEPARTMENT OF STATE  
Sandra Matham  
Secretary of State  
DIVISION OF CORPORATIONS

1. Name of Limited Partnership <b>PINEWOOD ASSOCIATES, LTD.</b>		1a. DOCUMENT # <b>A12591</b>
2. New Mailing Address, if Applicable		DO NOT WRITE IN THIS SPACE
3. Mailing Address <b>7740 SW 104TH ST., #200 MIAMI FL 33156</b>		State, Apt. # etc.
Principal Office Address <b>7740 SW 104TH ST., #200 MIAMI FL 33156</b>		City, State & Zip
4. Date of Formation or Registered to Do Business in FLORIDA <b>05/28/1982</b>		5. Date of Last Report <b>01/10/1995</b>
6. State or Country of Formation <b>FL</b>		7. CERTIFICATE OF STATUS REQUIRED Applied For: <input type="checkbox"/> Not Applicable: <input checked="" type="checkbox"/>

5a. Capital Contributions as Shown on Report <b>\$820,000.00</b>	5b. Amount of Capital Contributions in FLORIDA to date <b>\$820,000.00</b>	6. FEI Number <b>59-2206869</b>
---	---	------------------------------------

8. FEES: 1.) Filing Fee: Computed at a rate of \$7 per \$1,000 on amount entered in 5b or 5a if 5b blank, with a minimum filing fee of \$52.50 and a maximum of \$437.50  
2.) Supplemental Fee: \$138.75 (pursuant to section 807.193, F.S.)  
THE AMOUNT DUE SHALL BE NO LESS THAN \$191.25 (\$52.50 + \$138.75) AND NO MORE THAN \$576.25 (\$437.50 + \$138.75)  
If the amount entered in 5b is greater than amount entered in 5a, a supplemental affidavit must be submitted along with a separate and appropriate filing fee  
MAKE CHECK PAYABLE TO FLORIDA DEPT. OF STATE

9. Name and Address of Current Registered Agent <b>DORSY, CLAUDE 7740 SW 104TH ST., #200 MIAMI FL 33156</b>	10. If changed, new Registered Agent's Name Street Address (P.O. Box Number is Not Acceptable) State, Apt. # etc. City
--	--

10a. Pursuant to the provisions of sections 620.1051 and 620.192, Florida Statutes, the above-named limited partnership organized or registered under the laws of the State of Florida, submits this statement in acknowledgment of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by its general partner(s) thereby accept the appointment of the new agent, who familiar with and accept the obligations of section 620.192, Florida Statutes.

DATE: \_\_\_\_\_

**A GENERAL PARTNER THAT IS A CORPORATION, LIMITED PARTNERSHIP OR OTHER BUSINESS ENTITY**

11. Name(s) of General Partner(s) <b>FIRST FLORIDA EQUITIES,</b>	11a. Address of Each General Partner (Do NOT Use Post Office Box Numbers) <b>7740 SW 104 ST.</b>	11b. City, State & Zip Code <b>MIAMI FL</b>	11c. Registration Document Number <b>M10001</b>
---	---	--	--

800001674898  
-01/02/96--01033--01  
\*\*\*576.25 \*\*\*576.25

Note: General partners MAY NOT be changed on this form; an amendment must be filed to change a general partner.

12. I hereby certify that the information supplied with this filing is voluntarily furnished and does not qualify for the exemption stated in Section 119.02(3)(A), Florida Statutes. I include the Division of Corporations, Department of State, as a recipient of this information and I hereby certify that the information is true and correct to the best of my knowledge and belief. I understand that the information is being made available to the public and I understand that the information is being made available to the public and I understand that the information is being made available to the public.

SIGNATURE:   
Claude Dorsy, President  
DATE: December 1, 1995  
(305) 666-5588

95 DEC 21 PM 1:31  
 FILED  
 SECRETARY OF STATE  
 DIVISION OF CORPORATIONS

CR2E003 (6/95)