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**LP/LLLP
AMENDMENT/RESTATEMENT/CORRECTIO
HAINES CITY APARTMENTS, LTD.**

Division of Corporations

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April 16, 2008

FLORIDA DEPARTMENT OF STATE
Division of Corporations

HAINES CITY APARTMENTS, LTD.
PO BOX 1595
HAINES CITY, FL 3384508

SUBJECT: HAINES CITY APARTMENTS, LTD.
REF: A27267

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The registered agent must sign accepting the designation. ✓

The current general partner on our records is Robert E. Zimmerly. ✓ Please correct your document accordingly.

The document must be signed by the dissociating general partner unless the document states the general partner is deceased or a guardian or general conservator has been appointed or the general partner previously filed a Statement of Dissociation with the Florida Department of State. ✓

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6911.

Brenda Tadlock
Senior Section Administrator

FAX Aud. #: H08000097146
Letter Number: 408A00022719

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SECOND AMENDMENT TO
AMENDED AND RESTATED AGREEMENT
AND CERTIFICATE OF LIMITED PARTNERSHIP
OF HAINES CITY APARTMENTS, LTD.

THIS SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP is entered into as of the 30th day of December, 2007, by CAROL L. GRAHAM (the "Withdrawing General Partner"), HALLMARK GROUP SERVICES OF NORTH FLORIDA, LLC, a Georgia limited liability company (the "Successor General Partner"), BOSTON CAPITAL TAX CREDIT FUND II A LIMITED PARTNERSHIP (SERIES 9), a Delaware limited partnership (the "Original Investment Limited Partner"), and MARTIN H. PETERSEN and WENDY W. PETERSEN (the "Additional Investment Limited Partners").

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WITNESSETH:

WHEREAS, Haines City Apartments, Ltd. (the "Partnership"), is a Florida limited partnership formed with the filing of that certain Certificate of Limited Partnership with the Secretary of State of the State of Florida on October 25, 1988 (the "Original Partnership Certificate") and pursuant to an Limited Partnership Agreement dated as of August 16, 1988 (the "Original Partnership Agreement"); and

WHEREAS, the Original Partnership Agreement and the Original Partnership Certificate were amended and restated by that certain Haines City Apartments, Ltd. Amended and Restated Agreement and Certificate of Limited Partnership, dated as of April 1, 1990, and filed with the Secretary of State of the State of Florida on April 30, 1990, as amended by that certain First Amendment to Amended and Restated Agreement and Certificate of Limited Partnership, dated as of December 7, 2005 (collectively, the "Partnership Agreement and Certificate"); and

WHEREAS, the former General Partner of the Partnership, Robert E. Zimmerly, is deceased, and the Withdrawing General Partner, as heir or devisee, has succeeded to his interest as General Partner; and

WHEREAS, the Withdrawing General Partner has, by separate Transfer and Assignment of General Partner Interest, transferred and assigned all of her right, title and interest as a General Partner in the Partnership (the "GP Interest") to the Successor General Partner; and

WHEREAS, the Original Investment Limited Partner has, by separate Transfer and Assignment of Limited Partner Interest, transferred and assigned 99% of the total Interest of the Original Investment Limited Partner in the Partnership (the "Assigned LP Interest") to the Additional Investment Limited Partners, with the result that 94% of the total Interest of the Limited Partners in the Partnership is held by Martin H. Petersen, 5% of the total Interest of the Limited Partners in the Partnership is held by Wendy W. Petersen, and 1% of the total Interest of the Limited Partners in the Partnership (the "Remainder LP Interest") is held by the Original Investment Limited Partner; and

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WHEREAS, the Partners desire to further amend the Partnership Agreement and Certificate as set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby amend the Partnership Agreement and Certificate as follows:

1. The Withdrawing General Partner hereby withdraws as General Partner from the Partnership, and the Successor General Partner is hereby admitted as the General Partner, succeeding to all rights and interests, economic and non-economic, held by the Withdrawing General Partner (including, but not limited to, any and all rights in and to all Annual Partnership Management Fees, Construction and Development Fees, Subordinate Loans and Working Capital Loans, whether accrued or unaccrued). The Successor General Partner hereby agrees to be bound by the Partnership Agreement and Certificate, as amended hereby, and the Project Documents and any other documents entered into in connection therewith, to the same extent and under the same terms as the Withdrawing General Partner prior to the transfer of her Interest to the Successor General Partner. By its execution and delivery of this Amendment, the Original Investment Limited Partner hereby consents to the Withdrawal of the Withdrawing General Partners and the substitution therefor of the Successor General Partner. The provisions of Section 7.3 and Section 7.4 of the Partnership Agreement and Certificate shall not apply to the transfer of the GP Interest by the Withdrawing General Partner or the withdrawal of the Withdrawing General Partner effected by this Amendment.

2. The Additional Investment Limited Partners are hereby admitted as Substituted Limited Partners into the Partnership replacing the Original Investment Limited Partner to the extent of the Assigned LP Interest, and with such admission all option, election, approval and consent rights and powers of the Original Investment Limited Partner under the Partnership Agreement and Certificate, as amended hereby, shall be held and exercised by the Additional Investment Limited Partners in lieu of the Original Investment Limited Partner. The Additional Investment Limited Partners agree to be bound by all provisions of the Partnership Agreement and Certificate, as amended hereby.

3. The definition of "Uniform Act" in Article I of the Partnership Agreement and Certificate is hereby amended to be the Florida Revised Uniform Limited Partnership Act (2005), as amended from time to time, and, as applicable, any predecessor statute.

4. The definition of "Investment Limited Partner" in Article I of the Partnership Agreement and Certificate is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

Investment Limited Partner means Boston Capital Tax Credit Fund II Limited Partnership, a Delaware limited partnership, specifically Series 9 thereof, and Martin H. Petersen and Wendy W. Petersen, and any Person or Persons who replace any of the foregoing as Substituted Limited Partners, but shall not include any Special Limited Partner.

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5. Section 2.2 (a) of the Partnership Agreement and Certificate is hereby amended to change the principal office of the Partnership to 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607.

6. Section 2.2 (b) of the Partnership Agreement and Certificate is hereby amended to change the name and address of the resident agent to:

Susan Adams
4040 Newberry Road
Suite 1000
Gainesville, Florida 32607.

7. Section D. of Article III of the Partnership Agreement and Certificate is hereby deleted in its entirety.

8. Section 6.4 of the Partnership Agreement and Certificate is hereby amended by changing Tax Matters Partner from "Robert E. Zimmerly" to "the General Partner".

9. Section 7.1 (a) of the Partnership Agreement and Certificate is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

"(a) No General Partner shall Withdraw from the Partnership (other than by reason of death or adjudication of incompetence or insanity) or sell, assign or encumber its Interest without the prior written Consent of the Original Investment Limited Partner which Consent shall not be unreasonably withheld; otherwise, any such sale, assignment or encumbrance shall be void. In the event a General Partner sells or assigns his Interest to a Successor General Partner with the Consent of the Original Investment Limited Partner, the same shall not constitute a Withdrawal and the terms of Section 7.3 and Section 7.4 hereof shall not apply."

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

11. The following provision is hereby added to Article VIII of the Partnership Agreement:

8.4 Original Investment Limited Partner's Option to Put its Interest. Subject to any required consent or approval of the Lender, the Original Investment Limited Partner shall have the option (the "Put Option"), exercisable by written notice to the General Partner and Martin H. Petersen no earlier than August 1, 2008 and no later than October 31, 2008 (such period being defined herein as the "Put Notice Period"), to "put" the Remainder LP Interest to Martin H. Petersen or his designee ("Petersen") and thereby sell and assign to Petersen, and obligate Petersen to buy and acquire from the Original Investment Limited Partner, the Remainder LP Interest for a cash purchase price of \$10,000 (the "Put Purchase Price"). If the Put Option is exercised during the Put Notice Period, the sale and purchase of the Remainder LP Interest shall close on December 31,

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2008. At closing, Petersen shall deliver the Put Purchase Price to the Original Investment Limited Partner by wire transfer, the Original Investment Limited Partner shall assign the Remainder LP Interest to Petersen and thereupon withdraw from the Partnership, and the parties shall execute an amendment to the Partnership Agreement and Certificate and such other documents as may be necessary to reflect such assignment and withdrawal.

12. Section 13.2 of the Partnership Agreement and Certificate is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

"13.2 Amendments to Certificate

The General Partners shall prepare, execute and file any amendments to the Certificate as and when required under the Uniform Act."

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

14. The parties shall cooperate reasonably with each other in connection with any steps required to be taken as part of their respective obligations under this Amendment, and shall execute and deliver to each other such other documents and do such other acts and things, all as any other party may reasonably request for the purpose of carrying out the intent of this Amendment.

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

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

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

18. This Amendment is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Amendment or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Amendment and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law. In the event that any provision of this Amendment or the application thereof shall be invalid or unenforceable, the Partners agree to negotiate (on a reasonable basis) a substitute valid or enforceable provision providing for substantially the same effect as the invalid or unenforceable provision.

19. It is the intention of the parties that all questions with respect to the construction, enforcement and interpretations of this Amendment and the rights and liabilities of the parties

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hereto shall be determined in accordance with the laws of the State in which the Partnership is formed, without regard to principles of conflicts of laws.

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

21. This Amendment and any amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart. This Amendment may be executed as facsimile originals and each copy of this Amendment bearing the facsimile transmitted signature of any party's authorized representative shall be deemed an original.

[END OF PAGE; SIGNATURES BEGIN ON NEXT PAGE]

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

WITHDRAWING GENERAL PARTNER:

Carol L. Graham
Carol L. Graham

SUCCESSOR GENERAL PARTNER:

HALLMARK GROUP SERVICES OF 107-5504
NORTH FLORIDA, LLC, a Georgia limited
liability company

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

ORIGINAL INVESTMENT LIMITED PARTNER:

BOSTON CAPITAL TAX CREDIT FUND II,
A LIMITED PARTNERSHIP (A Delaware
Limited Partnership)(Series 9)

By: Boston Capital Associates II LP, its
general partner

By: BCA Associates Limited Partnership,
its general partner

By: C&M Management, Inc.,
its general partner

By: Jeffrey H. Goldstein
Executive Vice President

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

WITHDRAWING GENERAL PARTNER:

Carol L. Graham

SUCCESSOR GENERAL PARTNER:

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

By: 
Martin H. Petersen, as Manager

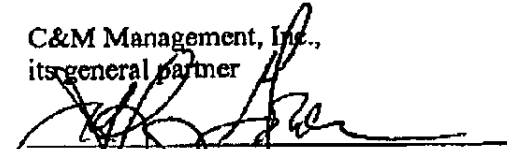
**ORIGINAL INVESTMENT LIMITED
PARTNER:**

BOSTON CAPITAL TAX CREDIT FUND II,
A LIMITED PARTNERSHIP (A Delaware
Limited Partnership)(Series 9)

By: Boston Capital Associates II LP, its
general partner

By: BCA Associates Limited Partnership,
its general partner

By: C&M Management, Inc.,
its general partner

By: 
Jeffrey H. Goldstein
Executive Vice President

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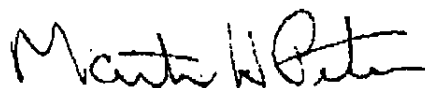
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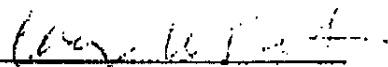
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**ADDITIONAL INVESTMENT LIMITED
PARTNERS:**



MARTIN H. PETERSEN



WENDY W. PETERSEN

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ACKNOWLEDGMENT OF REGISTERED AGENT

Having been named to accept service of process and serve as registered agent for Haines City Apartments, Ltd., at the place designated in the Second Amendment to Amended and Restated Agreement and Certificate of Limited Partnership of Haines City Apartments, Ltd., the undersigned hereby accepts to act in this capacity, and agrees to comply, in such capacity, with the applicable provisions of Sections 620.1114, 620.1115, 620.1116, and 620.1117 of the Florida Statutes.


SUSAN ADAMS

DATED: 4/23, 2008.

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HAINES CITY APARTMENTS, LTD.

SCHEDULE A

PARTNER AND ADDRESS

GENERAL PARTNER:

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

INVESTMENT LIMITED PARTNERS:

Boston Capital Tax Credit Fund II Limited
Partnership
c/o Boston Capital Partners, Inc.
One Boston Place
Boston, Massachusetts 02108

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

Wendy W. Petersen
3111 Paces Mill Road
Suite A-250
Atlanta, GA 30339

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