

# A17534

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## LIMITED PARTNERSHIP AMENDMENT

PAVILION ASSOCIATES, LTD.

Certificate of Status	0
Certified Copy	0
Page Count	04
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**FOURTH AMENDMENT TO AMENDED AND RESTATED  
CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP  
OF PAVILION ASSOCIATES, LTD.**

**THIS FOURTH AMENDMENT TO AMENDED AND RESTATED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP OF PAVILION ASSOCIATES, LTD.** (this "Fourth Amendment"), is entered into as of January 10, 2001 among **THE PAVILION DEVELOPER, INC.**, a Florida corporation and the managing general partner of Pavilion Associates, Ltd. (the "Managing General Partner"), **PAL PROPERTIES, INC.**, a Florida corporation and the associate general partner of Pavilion Associates, Ltd. (the "Associate General Partner"), and **SOUTHERN BAPTIST HOSPITAL OF FLORIDA, INC.**, a Florida not for profit corporation (the "Substituted Limited Partner").

**Preliminary Statement.** Pavilion Associates, Ltd., a Florida limited partnership (the "Partnership"), was created pursuant to a Certificate and Agreement of Limited Partnership dated July 26, 1984, as amended and restated on September 21, 1984, and further amended as of November 30, 1984, December 26, 1984 and November 4, 1985 (the "Partnership Agreement"). On September 30, 2000, the Substituted Limited Partner acquired from Consolidated Health Services, Inc., a Florida corporation, 16 of the Partnership's issued and outstanding limited partnership units. Thereafter, effective as of November 8, 2000, the Partnership redeemed from its other limited partners all 54 of the Partnership's remaining issued and outstanding limited partnership units. Consequently, the Partnership currently has 16 outstanding limited partnership units, all of which are owned by the Substituted Limited Partner. The Partnership Agreement provides that (i) the Managing General Partner may admit substituted limited partners into the Partnership and (ii) the Partnership Agreement should be amended to reflect any such substitution. Furthermore, the parties hereto desire to delete certain provisions of the Partnership Agreement to more accurately reflect their understanding with respect to the operation of the Partnership's business.

**NOW, THEREFORE,** the parties hereto agree as follows:

1. **Incorporation of Preliminary Statement; Definitions.** The Preliminary Statement is true and correct and is incorporated herein by this reference. Capitalized terms used herein without definition shall have the same meanings herein as are assigned to them in the Partnership Agreement.

2. **Admission of Substituted Limited Partner.** The Managing General Partner and the Associate General Partner hereby admit the Substituted Limited Partner as a limited partner of the Partnership. The Substituted Limited Partner hereby (i) acknowledges that it has thoroughly reviewed the Partnership Agreement and (ii) agrees to be bound by, and comply with, all of the terms, provisions and conditions of the Partnership Agreement.

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3. **Identification of Limited Partners.** Exhibit A hereto, which is incorporated herein by this reference, identifies all of the current limited partners of the Partnership and sets forth the number of limited partnership units owned thereby.

4. **Lease Policies.** The parties hereto acknowledge that the Partnership has not conducted its business in accordance with the provisions of Section 6.05 of the Partnership Agreement and desire to delete Section 6.05 from the Partnership Agreement. Accordingly, Section 6.05 of the Partnership Agreement is hereby amended and restated in its entirety to read as follows:

**"6.05 Intentionally Omitted."**

5. **Reaffirmation of Obligations.** Each party hereto hereby restates and reaffirms all of its representations, warranties, covenants, agreements and obligations contained in the Partnership Agreement.

6. **No Additional Amendments.** Except as specifically set forth in this Fourth Amendment, there are no other amendments or modifications of the Partnership Agreement.

7. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida; provided that, the conflict of law principles of the State of Florida shall not apply to the extent that they would operate to apply the laws of another jurisdiction.

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**EXHIBIT A**

**List of Limited Partners**

<u>Limited Partner</u>	<u>Number of Units</u>
Southern Baptist Hospital of Florida, Inc.	16
	<hr/>
Total	16

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IN WITNESS WHEREOF, this Fourth Amendment has been executed and delivered as of the date first above written.

THE PAVILION DEVELOPER, INC.,  
its capacity as Managing General Partner of  
Pavilion Associates, Ltd.

By: A. Hugh Greene  
Name: A. Hugh Greene  
Its: President

PAL PROPERTIES, INC., in its capacity  
as Associate General Partner of Pavilion  
Associates, Ltd.

By: M. G. Harden  
Name: M. G. Harden  
Its: President

SOUTHERN BAPTIST HOSPITAL OF  
FLORIDA, INC., in its capacity as the sole  
limited partner of Pavilion Associates, Ltd.

By: A. Hugh Greene  
Name: A. Hugh Greene  
Its: President & CEO

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