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Michael A. Schroeder 103 >> 850-617-6381

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Division of Corporations

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**A9400001621**

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Account Number : I20020000136  
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**LP/LLP AMENDMENT/RESTATEMENT/CORRECTION  
PAVILION, LTD.**

Certificate of Status	1
Certified Copy	1
Page Count	07
Estimated Charge	\$113.75

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**AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP OF  
PAVILION, LTD., A FLORIDA LIMITED PARTNERSHIP.**

The undersigned, General Partner, hereby amends and restates the Certificate of Limited Partnership of PAVILION, LTD., a Florida limited partnership, filed with the Secretary of State on December 1, 1994, under document number A94000001621, to read in its entirety as follows:

1. The name of the Partnership is PAVILION, LTD., a Florida limited partnership ("Partnership").
2. The Partnership's original Certificate of Limited Partnership was filed with the Florida Secretary of State on December 1, 1994.
3. The address of the office of the Partnership is 2900 University Drive, Coral Springs, Florida 33065.
4. The registered agent and registered address for the Partnership is PAVILION GP, Inc., a Florida corporation, 2900 University Drive, Coral Springs, Florida 33065.
5. The name and business address of the sole general partner is PAVILION GP, Inc., a Florida corporation, 2900 University Drive, Coral Springs, Florida 33065.
6. The mailing address of the Partnership is 2900 University Drive, Coral Springs, Florida 33065  
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7. The duration of the Partnership is perpetual.
8. This Amendment is effective as of 4-8-2015 <sup>2015</sup>.
9. The Certificate of Limited Partnership is hereby modified and amended to add the following provisions and defined terms:

A. Defined Terms:

"Affiliate(s)" means any Person(s) directly or indirectly Controlling, Controlled by, or under common Control with the Partnership or any Person(s) owning a material interest in the Partnership, either directly or indirectly.

"Control" (and terms correlative thereto) when used with respect to any specified Person(s) means the power to direct or cause the direction of the management, policies or activities of such Person(s), directly or indirectly, whether through the ownership of voting securities or other beneficial interests, by contract or otherwise.

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"Entity(ies)" means a (a) corporation, (b) limited partnership, limited liability partnership or general partnership, (c) limited liability Company, or (d) trust.

"Indebtedness" means the loan amount outstanding from time to time together with all other obligations and liabilities due or to become due to Lender pursuant to the Loan Documents.

"Lender" means Employers Reassurance Corporation, a Kansas corporation, its successors and/or assigns, with respect to any first lien on the Premises.

"Loan Documents" means the instruments or agreements which evidence or secure the Indebtedness, as the same may be modified, supplemented or amended.

"Person(s)" means any individual, corporation, limited liability company, limited partnership, general partnership, limited liability limited partnership, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Premises" means that certain parcel of real property, together with all improvements located at 1 North Federal Highway, Fort Lauderdale, Florida, and legally described on Exhibit "A" attached hereto.

B. Purpose

The nature of the business and of the purposes to be conducted and promoted by the Partnership, is to engage solely in the following activities:

(i) To develop, own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with those certain parcels of real property, together with all improvements located at the Premises.

(ii) To exercise all limited partnership powers enumerated in the general limited partnership law of the State of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

C. Separateness Covenants and Certain Prohibited Activities.

Notwithstanding anything contained herein to the contrary, until the Indebtedness is paid in full, the Partnership:

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(1) is and will be organized solely for the purpose of acquiring, developing, owning, holding, selling, leasing, financing, managing and operating the Premises, entering into and performing its obligations under the Loan Documents, refinancing the Premises in connection with a permitted repayment of the Indebtedness, and transacting lawful business that is incidental, necessary and appropriate to accomplish the foregoing;

(2) does not and will not engage in any business unrelated to the matters listed in paragraph (1) above;

(3) does not and will not own any assets other than (a) the Premises and (b) incidental personal property necessary for the ownership, management and operation of the Premises, and now holds and will hold the Premises and such assets in its own name;

(4) does and will do all things necessary to observe its organizational formalities and preserve its existence, and does not and will not engage in, seek or consent to nor will it allow any constituent party to engage in, seek or consent to, any dissolution, winding up, liquidation, consolidation or merger, and, except as otherwise expressly permitted by the Loan Documents, does not and will not engage in, seek or consent to any asset sale, transfer of partnership, or amendment of its limited partnership agreement, or other organizational documents (as applicable) without first obtaining approval of Lender;

(5) has at all times been, is and intends to remain solvent and pay its debts and liabilities from its own funds and assets as the same shall become due (and to the extent there is sufficient cash flow from the operation of the Premises to do so), and does maintain and intends to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations; provided, however, that the foregoing shall not require its partners to make additional capital contributions to such entity;

(6) does and will maintain its accounts, books, financial statements and records, as well as its organizational documents and other corporate documents, as official records, separate from those of any other Person(s) (including not listing Partnership's assets as assets of the financial statement of any other Person(s); provided, however, that Partnership's assets may be included in a consolidated financial statement of its Affiliates provided that (a) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of Partnership and such Affiliates and to indicate that Partnership's assets and credit are not available to satisfy the debts and other obligations of such Affiliates or any other Person and (b) such assets shall be listed on

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Partnership's own separate balance sheet). Partnership will file its own tax returns (to the extent Partnership is required to file any such tax returns) and will not file a consolidated federal income tax return with any other Person(s) unless Partnership is a disregarded entity for federal tax purposes;

(7) does not commingle and will not commingle its funds or assets with those of any other Person;

(8) does and will conduct its business in its own name;

(9) does and will pay the salaries of its employees from its own funds;

(10) does not have and will not have or incur any indebtedness other than (A) the Indebtedness, (B) commercially reasonable unsecured trade payables (not to exceed two percent (2%) of the principal amount of the Indebtedness) in the ordinary course of business relating to the ownership, management and operation of the Premises which are not evidenced by a note, which are paid no later than the due date thereof, and which amounts are normal and reasonable under the circumstances, and (C) such other liabilities that are expressly permitted pursuant to the Loan Documents;

(11) does not have and will not acquire, assume, guarantee or become obligated for the debts, obligations or securities of any other Person or hold itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other Person, except for the Indebtedness;

(12) does, will be, will at all times hold itself out to the public to be, and does identify and will identify itself as, a separate and distinct Entity under its own name and not as a division or part of any other Person(s);

(13) does not have and will not make loans or advances to any Person(s);

(14) does not and will not identify itself as a division or part of any of its partners, or any of their Affiliates, and does not and will not allow any of its partners, or any of their Affiliates to identify themselves as part of it; and

(15) does and will maintain an arms-length relationship with its Affiliates.

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## D. Indemnification

Notwithstanding anything contained herein to the contrary, any indemnification of the Partnership's general or limited partners, shall be fully subordinated to any obligations respecting the Premises (including, without limitation, the mortgage [it being agreed that the term "mortgage" shall be construed to mean "mortgage" or "deed of trust" or "deed to secure debt" or "trust deed" as the context so requires] securing the Indebtedness) and such indemnification shall not constitute a claim against the Partnership in the event that cash flow from operations of the Premises or proceeds of any sale or refinance of the Premises are insufficient to pay such obligations respecting the Premises.

## E. Dissolution

Notwithstanding anything contained herein to the contrary, the Partnership shall continue and not dissolve whether as a consequence of the bankruptcy or insolvency of one or more of the partners of the Partnership, or otherwise, but the Partnership shall continue as long as there remains a solvent partner of the Partnership.

Notwithstanding anything contained herein to the contrary, subject to applicable law, dissolution of the Partnership shall not occur so long as the Partnership remains owner of the Premises subject to the mortgage.

## F. Voting

Notwithstanding anything contained herein to the contrary, when acting on matters subject to the vote of the partners, notwithstanding that the Partnership is not then insolvent, the partners shall take into account the interest of the Partnership's creditors, as well as those of the partners.

10. The terms and conditions of this Amendment shall amend, supersede, replace, govern and control over any conflicting or inconsistent terms and conditions in the Certificate of Limited Partnership, but except as modified in this Amendment, all other terms and conditions of the Certificate of Limited Partnership, shall remain unmodified and in full force and effect and are hereby ratified and reaffirmed by the undersigned. Unless otherwise defined in this Amendment, all capitalized terms shall have the same meanings as provided in the Certificate of Limited Partnership.

11. This Amendment may be executed in counterparts, each of which shall be deemed an original; and such counterparts when taken together shall constitute but one agreement.

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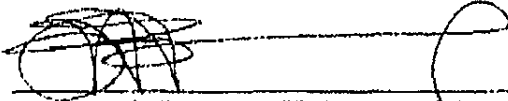
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12. This amendment was approved by the General and Limited Partners of the Partnership on 4-8-2015, 2015, and the number of votes cast for the amendments were sufficient for approval.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Limited Partnership has been executed by the sole new General Partner and by the sole disassociating General Partner of PAVILION, LTD. a Florida limited partnership.

**GENERAL PARTNER:****NEW GENERAL PARTNER:****PAVILION GP, Inc., a Florida corporation**

  
BY: GISELE RAHAEL a/k/a GISELE  
RAHAEL BRITTON  
ITS: PRESIDENT

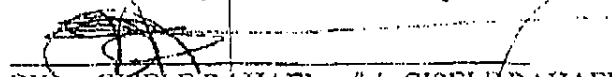
**DISASSOCIATING GENERAL PARTNER:****AMERA PROPERTIES, Inc., a Florida corporation**

  
BY: GEORGE RAHAEL  
ITS: PRESIDENT

*I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*

Signature of Registered Agent:

**PAVILION GP, Inc., a Florida corporation**

  
BY: GISELE RAHAEL, a/k/a GISELE RAHAEL BRITTON  
ITS: PRESIDENT

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## LEGAL DESCRIPTION EXHIBIT "A"

PARCEL 1 Property Control No. 504203-20-0010

Parcel "A", FORT LAUDERDALE OFFICE OF HOLLYWOOD FEDERAL SAVINGS AND LOAN ASSOCIATION, according to the plat thereof as recorded in Plat Book 89, Page 14 of the Public Records of Broward County, Florida, LESS the following described portion of Parcel "A": A portion of Parcel "A", FORT LAUDERDALE OFFICE OF HOLLYWOOD FEDERAL SAVINGS AND LOAN ASSOCIATION, according to the plat thereof as recorded in Plat Book 89, Page 14 of the public records of Broward County, Florida; more fully described as follows:

Commencing at the Northwest corner of said Parcel "A"; thence North 87°58'59" East on the North line of said Parcel "A", a distance of 142.32 feet to the POINT OF BEGINNING; thence continue North 87°58'59" East, on said North line, a distance of 147.35 feet; thence South 46°54'31" East, a distance of 35.42 feet; thence South 01°48'01" East, on the East line of said Parcel "A", a distance of 119.91 feet; thence South 87°58'59" West, a distance of 38.02 feet; thence North 62°01'01" West, a distance of 24.06 feet; thence North 02°01'01" West a distance of 20.00 feet; thence South 87°58'59" West, a distance of 32.05 feet; thence North 02°01'01" West, a distance of 59.20 feet to a point on a curve; thence Northwesterly and Westerly on said curve to the left, with a radius of 60.00 feet, a central angle of 41°48'06", a chord bearing of North 71°06'49" West, an arc distance of 43.78 feet to a Point of Tangency; thence South 87°58'59" West, a distance of 41.00 feet; thence North 02°01'01" West, a distance of 38.50 feet to the POINT OF BEGINNING.

AND:

Lot 1 in that certain unnumbered Block lying South of Block "C" and East of Block "F" commonly known as Block "D" of GEO M. PHIPPEN'S SUBDIVISION of Lots 3, 4, 5 and 6 in Block 1 and Lots 3, 4, 5, 6, 7, 8, 9 and 10, in Block 14 of THE TOWN OF FORT LAUDERDALE, LESS the South 25 feet thereof, for Right-of-Way of East Broward Boulevard, according to the plat of said GEO M. PHIPPEN'S SUBDIVISION, recorded in Plat Book "B", Page 146 of the Public Records of Dade County, Florida, said land situate, lying and being in Broward County, Florida.

AND:

The East 2.70 of Lot 3 that certain unnumbered Block lying South of Block "C" and East of Block "F" commonly known as Block "D" of GEO M. PHIPPEN'S SUBDIVISION of Lots 3, 4, 5 and 6 in Block 1 and Lots 3, 4, 5, 6, 7, 8, 9 and 10, in Block 14 of THE TOWN OF FORT LAUDERDALE, LESS the South 25 feet thereof, for Right-of-Way of East Broward Boulevard, according to the plat of said GEO M. PHIPPEN'S SUBDIVISION, recorded in Plat Book "B", Page 146 of the Public Records of Dade County, Florida, said land situate, lying and being in Broward County, Florida.

PARCEL III:

Non-Exclusive Easement rights as described in and subject to the terms of that certain Declaration of Restrictions and Grant of Easements between Pavilion, Ltd., a Florida limited partnership, and Geopaul Five, Inc., a Florida corporation, dated March 18, 1996, recorded March 18, 1996 in Official Records Book 24620, Page 550, as amended by Amendment to Declaration of Restrictions and Grant of Easements recorded in Official Records Book 39355, Page 804, of the Public Records of Broward County, Florida.

PARCEL IV:

Easement right described in and subject to the terms and limitations of that Replacement Easement Agreement by and among First Baptist Church of Ft. Lauderdale, Inc., a Florida not for profit corporation, Pavilion Ltd., a Florida limited partnership, and West Pavilion, Ltd., a Florida limited partnership, recorded in Official Records Book 43724, Page 1641, located within the East 20 feet of Tract C of the First Place, according to the Plat thereof recorded in Plat Book 159, Page 33, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida

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