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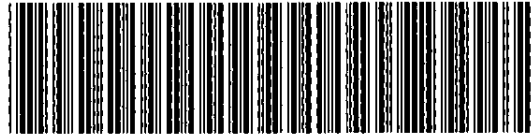
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EXAMINER

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Holland & Knight

Requester's Name

315 South Calhoun Street, suite 600

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Tallahassee, FL 32301 (850)425-5686

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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Dadeland Centre II, LTD
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

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NEW FILINGS

- ☐ Profit
☐ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

AMENDMENTS

- ☒ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☐ Merger

REGISTRATION/QUALIFICATION

- ☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

Examiner's Initials

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
OF
DADELAND CENTRE II, LTD.

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Pursuant to the provisions of the Florida Revised Uniform Limited Partnership Act of 1986, the undersigned General Partner of DADELAND CENTRE II, LTD. (the "Limited Partnership") presents this Certificate of Limited Partnership for filing as follows:

1. Name of Partnership. The name of the Limited Partnership is DADELAND CENTRE II, LTD.

2. Effective Date. This Amended and Restated Certificate of Limited Partnership is to be effective upon filing.

3. Office and Agent for Service of Process. The address of the Limited Partnership's office is 9155 South Dadeland Boulevard, Suite 1812, Miami, Florida 33156, and the name and address of the Limited Partnership's agent for service of process is Elizabeth A. Green, Esquire, 9155 South Dadeland Boulevard, Suite 1812, Miami, Florida 33156.

4. Names and Addresses of General Partners. The names and the business addresses of the General Partners are as follows:

<u>Name</u>	<u>Address</u>
DADELAND CENTRE II, INC.	9155 South Dadeland Boulevard, Suite 1812 Miami, Florida 33156

5. Mailing Address. The mailing address for the Limited Partnership is 9155 South Dadeland Boulevard, Suite 1812, Miami, Florida 33156.

6. Purpose. The Limited Partnership's business and purpose shall consist solely of the following:

- (a) The acquisition, development, ownership, sale, lease, transfer, exchange, management and operation of the real estate project known as Dadeland Centre II, located in 9150 South Dadeland Boulevard, Miami-Dade County, Florida (the "Property"), pursuant to and in accordance with the Certificate of Limited Partnership;

This Instrument Prepared By:
William R. Bloom, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131
Tel: (305) 789-7721

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DADELAND CENTRE II, LTD.

- (b) To enter into and perform its obligations under a loan ("Loan") from JPMorgan Chase Bank, National Association ("Lender") entered into pursuant to a Loan Agreement ("Loan Agreement") by and between the Limited Partnership and Lender. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement; and
- (c) To engage in such other lawful activities permitted to limited partnerships by the Partnership Laws of the State of Florida as are incidental, necessary or appropriate to the foregoing.

7. Powers and Duties. Notwithstanding any other provision of this Amendmend and Restated Certificate of Limited Partnership and any provision of law that otherwise empowers the Partnership and so long as any obligations secured by a first priority mortgage, deed of trust or deed to secure debt incurred in connection with any financing of the Property in favor of Lender(a "Security Instrument") remain outstanding and not discharged in full, without the consent of the General Partner of the Limited Partnership shall have no authority on behalf of the Limited Partnership to:

- (a) engage in any business unrelated to the acquisition, development, ownership, management or operation of the Property;
- (b) own any real property other than the Property;
- (c) have any assets other than the Property and personal property necessary or incidental to its ownership and operation of the Property;
- (d) engage in, seek, consent to or permit (i) any dissolution, winding up, liquidation, consolidation or merger, or (ii) any sale or other transfer of all or substantially all of its assets or any sale of assets outside the ordinary course of its business, except as permitted by the Loan Documents;
- (e) (i) file or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding, institute any proceedings under any applicable insolvency law or otherwise seek relief under any laws relating to the relief from debts or the protection of debtors generally, file a bankruptcy or insolvency petition or otherwise institute insolvency proceedings; (ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the entity or a substantial portion of its property; (iii) make an assignment for the benefit of the creditors of the entity; or (iv) take any action in furtherance of any of the foregoing;
- (f) cause, consent to or permit any amendment of its certificate of limited partnership, limited partnership agreement or other formation document or organizational document (as applicable) with respect to the matters set forth in Paragraph 5 through 10; or

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- (g) have indebtedness other than (i) the Loan, (ii) liabilities incurred in the ordinary course of business relating to the ownership and operation of the Property and the routine administration of the Limited Partnership, in amounts not to exceed 3% of the amount of the Loan which liabilities are not more than sixty (60) days past the date incurred, are not evidenced by a note and are paid when due, and which amounts are normal and reasonable under the circumstances, (iii) liabilities incurred in connection with alterations performed in accordance with Section 5.1.21 of the Loan Agreement and for tenant improvements performed in connection with Leases that are entered into in accordance with Section 5.1.20 of the Loan Agreement, and (iv) such other liabilities that are permitted pursuant to the Loan Documents.

In addition to the foregoing, so long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the General Partner shall not (i) take any action in items (a) through (g) above unless such action has been approved by a unanimous vote of the General Partner's Board of Director, including the Independent Director, as defined in the General Partner's Amended and Restated Articles of Incorporation or (ii) without the written consent of the holder the Security Instrument, take any action set forth in items (a) through (d) and items (f) and (g).

So long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the Limited Partnership shall have a corporate general partner having articles of incorporation containing the restrictions and items set forth in the Amended and Restated Articles of Incorporation of General Partner as of the date hereof, and the Limited Partnership shall have no other general partners.

8. Title to Limited Partnership Property. All property owned by the Limited Partnership shall be owned by the Limited Partnership as an entity and, insofar as permitted by applicable law, no partner shall have any ownership interest in any Limited Partnership property in its individual name or right, and each partner's interest in the Limited Partnership shall be personal property for all purposes.

9. The Limited Partnership:

- (a) has at all times been and shall at all times remain solvent and has paid and shall pay its debts and liabilities (including, a fairly-allocated portion of any personnel and overhead expenses that it shares with any Affiliate) from its assets as the same shall become due, and has maintained and shall 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;
- (b) has not failed and shall not fail to correct any known misunderstanding regarding the separate identity of the Limited Partnership and has not identified and shall not identify itself as a division of any other Person;
- (c) has maintained and shall maintain its bank accounts, books of account, books and records separate from those of any other Person and, to the extent that it is

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required to file tax returns under applicable law, has filed and shall file its own tax returns, except to the extent that it is required by law to file consolidated tax returns;

- (d) has maintained and shall maintain its own records, books, resolutions and agreements;
- (e) has not commingled and shall not commingle its funds or assets with those of any other Person and has not participated and shall not participate in any cash management system with any other Person;
- (f) has held and shall hold its assets in its own name;
- (g) has conducted and shall conduct its business in its name or in a name franchised or licensed to it by an entity other than an Affiliate, except for business conducted on behalf of itself by another Person under a business management services agreement that is on commercially-reasonable terms, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of the Limited Partnership;
- (h) (i) has maintained and shall maintain its financial statements, accounting records and other entity documents separate from those of any other Person; (ii) has shown and shall show, in its financial statements, its asset and liabilities separate and apart from those of any other Person; and (iii) has not permitted and shall not permit its assets to be listed as assets on the financial statement of any of its Affiliates except as permitted by the Loan Agreement; provided, however, that any such consolidated financial statement contains a note indicating that the Limited Partnership's separate assets and credit are not available to pay the debts of such Affiliate and that the Limited Partnership's liabilities do not constitute obligations of the consolidated entity;
- (i) has paid and shall pay its own liabilities and expenses, including the salaries of its own employees, out of its own funds and assets, and has maintained and shall maintain a sufficient number of employees in light of its contemplated business operations;
- (j) has observed and shall observe all limited partnership formalities;
- (k) has not incurred any indebtedness other than (i) acquisition financing with respect to the Property; construction financing with respect to the improvements and certain off-site improvements required by municipal and other authorities as conditions to the construction of the improvements; and first mortgage financings secured by the Property; and indebtedness pursuant to letters of credit, guaranties, interest rate protection agreements and other similar instruments executed and delivered in connection with such financings, (ii) unsecured trade payables and operational debt not evidenced by a note, and (iii) indebtedness incurred in the financing of equipment and other personal property used on the Property;

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- (l) has not assumed, guaranteed or become obligated and shall not assume or guarantee or become obligated for the debts of any other Person, has not held out and shall not hold out its credit as being available to satisfy the obligations of any other Person or has not pledged and shall not pledge its assets for the benefit of any other Person, in each case except as permitted pursuant to the Loan Documents;
- (m) has not acquired and shall not acquire obligations or securities of its partners or any other owner or Affiliate;
- (n) has allocated and shall allocate fairly and reasonably any overhead expenses that are shared with any of its Affiliates, constituents, or owners, or any guarantors of any of their respective obligations, or any Affiliate of any of the foregoing, including, but not limited to, paying for shared office space and for services performed by any employee of an Affiliate;
- (o) has maintained and used and shall maintain and use separate stationery, invoices and checks bearing its name and not bearing the name of any other entity unless such entity is clearly designated as being the Limited Partnership's agent;
- (p) has not pledged and shall not pledge its assets to or for the benefit of any other Person other than with respect to loans secured by the Property and no such pledge remains outstanding except to Lender to secure the Loan;
- (q) has held itself out and identified itself and shall hold itself out and identify itself as a separate and distinct entity under its own name or in a name franchised or licensed to it by an entity other than an Affiliate of the Limited Partnership and not as a division or part of any other Person;
- (r) has maintained and shall maintain its assets in such a manner that it shall not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;
- (s) has not made and shall not make loans to any Person and has not held and shall not hold evidence of indebtedness issued by any other Person or entity (other than cash and investment-grade securities issued by an entity that is not an Affiliate of or subject to common ownership with such entity);
- (t) has not identified and shall not identify its partners or any Affiliate of its partners, as a division or part of it, and has not identified itself and shall not identify itself as a division of any other Person;
- (u) other than capital contributions and distributions permitted under the terms of its organizational documents, has not entered into or been a party to, and shall not enter into or be a party to, any transaction with its partners or Affiliates except in the ordinary course of its business and on terms which are commercially reasonable terms comparable to those of an arm's-length transaction with an unrelated third party;

CERTIFICATE OF LIMITED PARTNERSHIP OF
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- (v) has not had and shall not have any obligation to, and has not indemnified and shall not indemnify its partners, in each case unless such an obligation or indemnification is fully subordinated to the Debt and shall not constitute a claim against it in the event that its cash flow is insufficient to pay the Debt;
- (w) has not had and shall not have any of its obligations guaranteed by any Affiliate except as provided by the Loan Documents;
- (x) has not formed, acquired or held and shall not form, acquire or hold any subsidiary, except that the partners may acquire and hold their interest in the Limited Partnership;
- (y) has complied and shall comply with all of the terms and provisions contained in its organizational documents;
- (z) has not permitted and shall not permit any Affiliate or constituent party independent access to its bank accounts;
- (aa) is, has always been and shall continue to be duly formed, validly existing, and in good standing in the state of its formation and in all other jurisdictions where it is qualified to do business;
- (bb) has paid all taxes which it owes and is not currently involved in any dispute with any taxing authority;
- (cc) is not now, nor has ever been, party to any lawsuit, arbitration, summons, or legal proceeding that resulted in a judgment against it that has not been paid in full;
- (dd) has no judgments or liens of any nature against it except for tax liens not yet due and the Permitted Encumbrances;
- (ee) has provided Lender with complete financial statements that reflect a fair and accurate view of the Limited Partnership's financial condition; and
- (ff) has no material contingent or actual obligations not related to the Property.

10. Effect of Bankruptcy, Death or Incompetency of a Partner.

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a partner shall not cause the termination or dissolution of the Limited Partnership and the business of the Limited Partnership shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such partner shall have all the rights of such partner for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute partner. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Limited Partnership interest shall be subject to all of the

CERTIFICATE OF LIMITED PARTNERSHIP OF
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restrictions hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent partner.

11. Subordination of Indemnification Provisions.

Notwithstanding any provision hereof to the contrary, any indemnification claim against the Limited Partnership arising under this Amended and Restated Certificate, the Partnership Agreement or the laws of the state of organization of the Limited Partnership shall be fully subordinate to any obligations of the Limited Partnership arising under the Security Instrument or any other Loan Document (as defined therein), and shall only constitute a claim against the Limited Partnership to the extent of, and shall be paid by the Limited Partnership in monthly installments only from, the excess of net operating income for any month over all amounts then due under the Security Instrument and the other Loan Documents.

12. Dissolution. The latest date upon which the Limited Partnership is to dissolve is December 31, 2050.

13. Due Execution and Compliance with Statute. This Amended and Restated Certificate of Limited Partnership was duly executed and is being filed in accordance with Florida Statute § 620.1202.

IN WITNESS WHEREOF, the General Partner has executed hit Amended and Restated Certificate of Limited Partnership as of this ___ day of April, 2011.

GENERAL PARTNER

DADELAND CENTRE II, INC., a Florida corporation

By: George R. Brown, Jr.

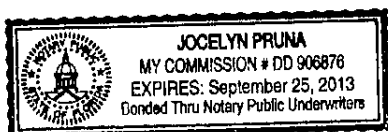
George R. Brown, Jr., President

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

SS:

The foregoing instrument was acknowledged before me this 28th day of April, 2011, by George R. Brown, Jr., as President of Dadeland Centre II, Inc., a Florida corporation, as the General Partner of Dadeland Centre II, Ltd., a Florida limited partnership, who is personally known to me or produced PIA as identification, and who did take an oath.

My Commission Expires:



Notary Public

Sign: Jocelyn Pruna

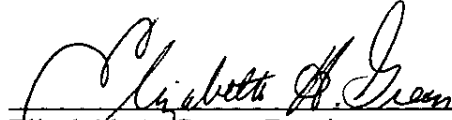
Print: Jocelyn Pruna

State of Florida at Large

CERTIFICATE OF LIMITED PARTNERSHIP OF
DADELAND CENTRE II, LTD.

CERTIFICATE OF LIMITED PARTNERSHIP OF
DADELAND CENTRE II, LTD.

The undersigned, having been named to accept service of process for the above limited partnership at the place designated in Paragraph 3 hereof, hereby accepts such agency and agrees to comply with the provisions of the Florida Statutes relative to keeping open said office.


Elizabeth A. Green, Esquire