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LIMITED LIABILITY AMENDMENT

2147 S.W. 8 STREET, LLC

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$25.00

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ARTICLES OF AMENDMENT

TO ARTICLES OF ORGANIZATION OF

2147 S.W. 8 STREET, L.L.C.

FIRST: The Articles of Organization were filed on February 17, 2003 and assigned Document Number LG3000005870.

SECOND: Amendment adopted:

ARTICLE VI

PERMITTED ACTIVITY AND PURPOSE OF THE COMPANY

A. Purpose

The nature of the business and of the purposes to be conducted and promoted by 2147 S.W. 8 Street, L.L.C. (the "Company") is to engage solely in the following activities:

1. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the property described in Exhibit "A" (the "Property").
2. To guarantee a certain loan from Bridgeloan Investors, Inc., in the amount of \$7,000,000.00, to Miami River Park Marina Inc., a Florida corporation (the "Loan").
3. To exercise all powers enumerated in the Florida Statutes necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

B. Certain Prohibited Activities

The Company shall only incur indebtedness in an amount necessary to guarantee the Loan. For so long as any mortgage lien in favor of Bridgeloan Investors, Inc., its successors or assigns (the "Mortgage"), exists on any portion of the Property, the Company shall not incur, assume, or guaranty any other indebtedness. For so long as the Mortgage exists on any portion of the Property, the Company shall not dissolve or liquidate. For so long as the Mortgage exists on any portion of the Property, the Company shall not consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity unless (i) the entity (if other than the Company) formed or surviving such consolidation or merger or that acquires by conveyance or transfer the properties and assets of the Company substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, (b) shall include in its organizational documents the same limitations set forth in this Article VI and in Paragraph B, Section D of this Article VI regarding Separation Covenants, and (c) shall

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expressly assume the due and punctual performance of the Company's obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by this Company and be continuing. For so long as the Mortgage exists on any portion of the Property, the Company will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of all of the members of the Company. For so long as the Mortgage exists on any portion of the Property, no material amendment to this Articles of Organization or to the Company's Operating Agreement may be made without first obtaining approval of the mortgagee holding the Mortgage on any portion of the Property, or, after the securitization of the Loan, only if the Company receives (i) confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating and (ii) approval of such amendment by the mortgagee holding the Mortgage.

No transfer of any direct or indirect ownership interest in the Company may be made such that the transferee owns, in the aggregate with the ownership interests of its affiliates and family members in the Company, more than a 49% interest in the Company, unless such transfer is conditioned upon the delivery of an acceptable non-consolidation opinion to the holder of the Mortgage and to any applicable rating agency concerning, as applicable, the Company, the new transferee and/or their respective owners.

C. Indemnification

Any indemnification of the Company's members shall be fully subordinated to any obligations respecting the Property (including, without limitation, the Mortgage) and such indemnification shall not constitute a claim against the Company in the event that cash flow necessary to pay holders of such obligations is insufficient to pay such obligations.

D. Separateness Covenants

For so long as the Mortgage exists on any portion of the Property, in order to preserve and ensure its separate and distinct limited liability company identity, in addition to the other provisions set forth in these Articles of Organization, the Company shall conduct its affairs in accordance with the following provisions:

1. It shall establish and maintain an office through which its business shall be conducted separate and apart from those of its parent and any affiliate(s) or, if it shares office space with its parent or any affiliate(s), it shall allocate fairly and reasonably any overhead and expense for shared office space.

2. It shall not own and will not own any asset or property other than (i) the Property and (ii) incidental personal property necessary for the ownership or operation of the Property.

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3. It will not engage, directly or indirectly, in any business other than the ownership, management and operation of the Property and it will conduct and operate its business as presently conducted and operated.

4. Its members shall hold appropriate meetings or act by unanimous consent to authorize all appropriate company actions, and in authorizing such actions, shall observe all company formalities.

5. It will not enter into any contract or agreement with its parent, any affiliate of the Company or any constituent party of the Company except upon terms and conditions that are commercially reasonable and substantially similar to those that would be available on an arm's-length basis with unrelated third parties.

6. It has not incurred and will not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the indebtedness secured by the Mortgage, and (ii) trade payables or accrued expenses incurred in the ordinary course of the business of operating the Property with trade creditors and in amounts as are normal and reasonable under the circumstances. No indebtedness other than the indebtedness secured by the Mortgage may be secured (subordinate or *pari passu*) by the Property.

7. It has not made and will not make any loans or advances to any third party, including its parent, any affiliate of the Company or constituent party of the Company and shall not acquire obligations or securities of its affiliate(s).

8. It is and will remain solvent and will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due.

9. It has done or caused to be done and will do all things necessary to observe organizational formalities and preserve its existence, and it will not amend, modify or otherwise change the Articles of Organization or the Company's Operating Agreement without the prior written consent of Mortgage lien holder or, after the securitization of the Loan, only if the Company receives (i) confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal, or downgrade of any securities rating and (ii) approval of such amendment by the mortgagee holding the Mortgage.

10. It will maintain all of its books, records, financial statements and bank accounts separate from those of its parent, its affiliate(s) and any constituent party and the Company will file its own separate tax returns. It shall maintain its books, records, resolutions and agreements as official records.

11. It will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including its parent, any affiliate or any constituent party of the Company), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct and operate its business in its own name, shall

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not identify itself or any of its affiliates as a division or part of the other and shall maintain and utilize a separate telephone number and separate stationery, invoices and checks.

12. It will 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.

13. Neither the Company nor any constituent party will seek or permit the dissolution, winding up, liquidation, consolidation or merger in whole or in part, of the Company, or acquire by purchase or otherwise all or substantially all the business or assets of, or any stock or other evidence of beneficial ownership of any other person or entity.

14. It will not commingle the funds and other assets of the Company with those of its parent, any affiliate or constituent party, or any affiliate of any constituent party, or any other person.

15. It has and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual asset or assets, as the case may be, from those of any affiliate or constituent party, or any affiliate of any constituent party, or any other person.

16. It shall not pledge its assets and does not and will not hold itself out to be responsible for the debts or obligations of any other person.

17. It shall pay any liabilities out of its own funds, including salaries of any employees.

18. The Company shall maintain a sufficient number of employees in light of its contemplated business operations.

19. The Company shall not guarantee or become obligated for the debts of any other entity or person.

20. For purpose of this Article VI, the following terms shall have the following meanings:

"affiliate" means any person controlling or controlled by or under common control with the Company, including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any director, officer or employee of the Company, its parent, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from the Company, its parent or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of

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voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"parent" means, with respect to a corporation, any other corporation owning or controlling, directly or indirectly, fifty percent (50%) or more of the voting stock of the corporation.

"person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

E. Dissolution

To the extent permissible under applicable federal and state tax law, the vote of a majority-in-interest of the remaining members is sufficient to continue the existence of the Company. If such vote is not obtained, for so long as the Mortgage exists on any portion of the Property, the Company shall not liquidate the Property without first obtaining approval of the mortgagee holding the Mortgage on any portion of the Property. Such holders may continue to exercise all of their rights under the existing security agreements or mortgages until the debt underlying the Mortgage has been paid in full or otherwise completely discharged.

So long as the Mortgage exists on any portion of the Property, the Company shall continue its existence (and not dissolve) for so long as a solvent member exists.

F. Voting

When acting on matters subject to the vote of the members, notwithstanding that the Company is not then insolvent, the members and the managing member shall take into account the interest of the Company's creditors, as well as those of the members to the maximum extent consistent with applicable law.

The unanimous consent of all members shall be required for the Company to: (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 any relief under any laws relating to the relief from debts or the protection of debtors generally; (ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Company or a substantial portion of its properties; (iii) make any assignment for the benefit of the Company's creditors; or (iv) take any action in furtherance of the foregoing.

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THIRD: The date of this amendment's adoption: July 20, 2005.

FOURTH: Adoption of Amendment:

The amendment was approved by the Sole Manager.

Signed this 20th day of July, 2005.



Charles Tawres
Sole Manager

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EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

Parcel 5:

Lots 13, 14 and 15, less the South 10 feet thereof, Block 90, Miami Heights, according to the Plat thereof, as recorded in Plat Book 5, Page 29, of the Public Records of Miami-Dade County, Florida.

And

Lot 16, less the South 10 feet thereof, Block 90 south, City of Miami, according to the Plat thereof, as recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel 6:

The North 50 feet of Lots 11 and 12, less the West 10 feet of Lot 11, Block 90 South, City of Miami, according to the Plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Also Known as:

The North 50 feet of Lots 11 and 12, less the West 10 feet of Lot 11, Block 90 South, Miami Heights, according to the Plat thereof, as recorded in Plat Book 5, Page 29, of the Public Records of Miami-Dade County, Florida.

Parcel 7:

The West 50 feet of Lots 18, 19 and 20, less the South 10 feet of Lot 18, Block 90 South, City of Miami, according to the Plat thereof, as recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida.

Lot 17, less the South 10 feet thereof, Block 90 South, City of Miami, according to the Plat thereof, as recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel 8:

The West 50 feet of Lots 1, 2 and 3, and all of Lots 4, 5, 6, 7, 8, 9 and 10, less the West 10 feet of Lot 10, Block 90 South, City of Miami, according to the Plat thereof, as recorded in Plat Book B, at page 41, of the Public Records of Miami-Dade County, Florida.

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