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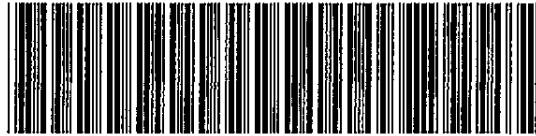
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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. 1350 South Dixie Highway LLC
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)



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Will wait



Photocopy



Certificate of Status

NEW FILINGS



Profit



Not for Profit



Limited Liability



Domestication



Other

AMENDMENTS



Amendment LLC



Resignation of R.A., Officer/Director



Change of Registered Agent



Dissolution/Withdrawal



Merger

OTHER FILINGS



Annual Report



Fictitious Name

REGISTRATION/QUALIFICATION



Foreign



Limited Partnership



Reinstatement



Trademark



Other

Examiner's Initials

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
FOR
1350 SOUTH DIXIE HIGHWAY, LLC

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 608, Florida Statutes, the undersigned, 1350 SOUTH DIXIE HIGHWAY, LLC, a Florida limited liability company (the "Company") adopts the following Articles of Amendment to its Articles of Organization.

FIRST: The name of the Limited Liability Company is: 1350 SOUTH DIXIE HIGHWAY, LLC.

SECOND: The date of filing of the Articles of Organization with the Florida Secretary of State was April 11, 2005, with an effective date of April 7, 2005.

THIRD: A new ARTICLE VII is hereby added as follows:

"Restrictions While Mortgage Obligations are Outstanding.

Purpose, Powers and Duties.

(a) Purpose. The sole purpose of the Company is to: (i) acquire and own an interest in Coral Park Inn, LLC, a Florida limited liability company ("CPILLC"), (ii) serve as the Manager of CPILLC which is engaged solely in the ownership and management of real estate project known as the Holiday Inn—University of Miami, located on certain land in the City of Coral Gables, Miami-Dade County, Florida (the "Property"), and (ii) doing any and all things incidental, necessary or appropriate thereto or in connection therewith.

(b) Powers and Duties. For so long as any obligation secured by that certain Mortgage dated on or about the date hereof ("Mortgage") from CPILLC to GMAC Commercial Mortgage Bank, a Utah industrial bank ("GMAC"), remains outstanding, InterAmerican Hotels Corp., a Florida corporation, its sole Member and manager ("Manager") shall have no authority to:

(i) borrow money or incur indebtedness on behalf of the Company other than normal trade accounts payable and lease obligations in the ordinary course of business, or grant consensual liens on the Company's property; except, however, that the Manager is hereby authorized to secure financing for the Company pursuant to the terms of the Mortgage and other indebtedness expressly permitted therein or in the documents related to the Mortgage, and to grant a mortgage, lien or liens on the Company's Property to secure such Mortgage;

(ii) dissolve or liquidate the Company;

(iii) sell or lease, or otherwise dispose of all or substantially all of the assets of the Company;

(iv) with respect to the Company or CPILLC, file a voluntary petition or otherwise initiate proceedings to have the Company or CPILLC adjudicated; bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or CPILLC, or file a petition seeking or consenting to reorganization or relief of the Company or CPILLC as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company or CPILLC; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or

CPILLC or of all or any substantial part of the properties and assets of the Company or CPILLC, or make any general assignment for the benefit of creditors of the Company or CPILLC, or admit in writing the inability of the Company or CPILLC to pay its debts generally as they become due or declare or effect a moratorium on the Company and CPILLC debt or take any action in furtherance of any action;

(v) amend, modify or alter Article VII of this Amendment;

(vi) merge or consolidate with any other entity, or cause CPILLC to consolidate or merger with or into any other entity or to convey or transfer or lease its assets substantially as an entirety to any entity;

(vii) so long as any obligations secured by the Mortgage remain outstanding and not discharged in full, the Manager shall have no authority (1) to take any action in items (i) through (vi) above unless such action has been approved by a unanimous vote of the Manager, or (2) to take any action in items (i) through (vi) without the written consent of the holder of the Mortgage. So long as any obligation secured by the Mortgage remains outstanding and not discharged in full, the Manager may not amend Article VII of the Articles of Organization of the Company containing restrictions and terms regarding separateness/operations as of the date hereof, and the Company shall have no other Manager.

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

(d) Separateness/Operations Matters. So long as any obligations secured by the Mortgage remain outstanding and not discharged in full, the Company shall:

(i) not own any asset or property other than incidental personal property necessary for the ownership or operation of the Property;

(ii) not engage in any business other than the ownership, management and operation of the Property, and conduct and operate its business as presently conducted and operated, or cause or allow CPILLC to engage in any business or activity other than the ownership, management and operation of the Property;

(iii) not enter into any contract or agreement with any affiliated entity, or any guarantor of or key principal, guarantor, indemnitor pursuant to the Loan Documents, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than such party;

(iv) not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than trade and operational debt incurred in the ordinary course of business with trade creditors and in amounts as are normal and reasonable under the circumstances;

(v) not make any loans or advances to any third party (including any affiliated entity, or any guarantor of or key principal, guarantor, or indemnitor pursuant to the Loan documents), and not acquire obligations or securities of its affiliated entities;

(vi) remain solvent and pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;

(vii) do and cause to be done all things necessary to observe organizational formalities and preserve its existence;

(viii) not amend, modify or otherwise change these Articles, or approve an amendment to Article VIII of the Articles of Organization of CPILLC, without the prior written consent of GMAC;

(ix) maintain all of its books, records, financial statements and bank accounts separate from those of its affiliated entities and file its own tax returns, unless required otherwise by applicable law;

(x) maintain its books, records, resolutions and agreements as official records;

(xi) be, and at all times hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliated entity and any guarantor of or key principal, guarantor, or indemnitor pursuant to the Loan documents), correct any known misunderstandings regarding its status as a separate entity, conduct business in its own name, not identify itself or any of its affiliated entities as a division or part of the other, and maintain and utilize separate stationery, invoices and checks;

(xii) 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;

(xiii) not dissolve, wind up or liquidate, in whole or in part, or consolidate or merge with or into any other person or entity;

(xiv) not commingle its funds or other assets with those of any affiliated entity or any guarantor of or key principal, guarantor, or indemnitor pursuant to the Loan documents, or any other person;

(xv) maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliated entity or any guarantor of or key principal, guarantor, or indemnitor pursuant to the Loan documents, or any other person;

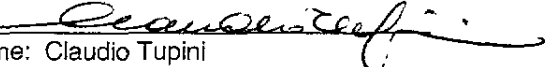
(xvi) not guaranty, become obligated for, or hold itself out to be responsible for the debts or obligations of any other person or entity, or the decisions or actions respecting the daily business or affairs of any other person or entity, or pledge its assets for the benefit of any other person or entity; and

(xvii) pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations."

3 IN WITNESS WHEREOF, the undersigned have executed this Amendment on this
day of June, 2005.

1350 SOUTH DIXIE HIGHWAY, LLC

By: InterAmerican Hotels Corp., its manager

By: 
Name: Claudio Tupini
Its: Executive Vice President