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Account Name : CORPDIRECT AGENTS, INC.  
Account Number : 110450000714  
Phone : (850) 222-1173  
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**0150.31046**

**LIMITED PARTNERSHIP AMENDMENT**

**COSTA DORADA ASSOCIATES, LTD.**

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DIVISION OF CORPORATION

Certificate of Status	0
Certified Copy	1
Page Count	07
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STATE OF FLORIDA

**SECOND AMENDMENT TO**  
**AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT**  
**OF COSTA DORADA ASSOCIATES, LTD.**

THIS SECOND AMENDMENT ("Amendment") to that certain Amended and Restated Limited Partnership Agreement of Costa Dorada Associates, Ltd., a Florida limited partnership (the "Partnership") entered into as of June 5, 2003, as amended (the "Partnership Agreement"), is entered into and shall be effective as of August 13, 2004, by and among Costa Dorada Associates, Inc., a Florida corporation (the "General Partner") and Signature Ft. Lauderdale, LLC, a Florida limited liability company (the "Limited Partner"), and together with the General Partner referred to herein collectively as the "Partners").

**RECITALS:**

WHEREAS, the Partners desire to amend the Partnership Agreement to reflect the Single Purpose Entity provisions described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Partners desire that all of the other terms and conditions of the Partnership Agreement remain the same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Unless otherwise defined herein, all terms appearing herein in initial capitalized letters shall have the meanings ascribed to such terms in the Partnership Agreement.
3. The Partnership Agreement is hereby amended by the addition thereto of provisions set forth on Exhibit "A" attached hereto and made a part hereof;
4. Except as specifically amended hereby, all of the other terms and conditions of the Partnership Agreement remain the same.

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5. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be the same document.

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[Signature page follows]

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CLERK OF STATE  
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above set forth.

**GENERAL PARTNER:**

**COSTA DORADA ASSOCIATES, INC., a**  
Florida corporation

  
\_\_\_\_\_  
Jose E. Cabanas, President

**LIMITED PARTNER:**

**SIGNATURE FT. LAUDERDALE, LLC, a**  
Florida limited liability company

  
\_\_\_\_\_  
Jose E. Cabanas, Manager



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- viii) was or shall become insolvent or failed or fail to pay its debts and liabilities from its assets as the same shall become due;
- ix) failed or fail to maintain its records, books of account and bank accounts separate and apart from those of its affiliates or general partners, as the case may be, and the affiliates of any such general partner, as the case may be, and any other person;
- x) failed or fail to maintain separate financial statements, showing its assets and liabilities, separate and apart from those of any other person;
- xi) entered or enter into any contract or agreement with any of its affiliates or , or any principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's-length basis with third persons other than its affiliates or general partners, or any principal or affiliate thereof and as are approved by the Agent as required by the Agreement;
- xii) sought or seek the dissolution or winding up in whole, or in part, of the Partnership or any general partner thereof, as the case may be;
- xiii) held or hold itself out to be responsible for the debts of another person;
- xiv) made or make any loans or advances to any person, including its general partners or affiliates;
- xv) except under the Agreement, guaranteed or pledged or guarantee or pledge its assets for the benefit of, or otherwise became liable on or in connection with, any obligation of any person, including its general partners or affiliates;
- xvi) failed or fail to file tax returns;
- xvii) failed or fail either to hold itself out to the public as a legal entity separate and distinct from any other person, or to conduct its business solely in its own name in order not (A) to mislead others as to the identity with which such other party is transacting business, or (B) to suggest that it is responsible for the debts of any third person (including its affiliates or general partner, as the case may be, or any principal or affiliate thereof);
- xviii) failed or fail 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;
- xix) failed or fail to pay the salaries of its own employees from its own assets and maintain a sufficient number of employees in light of its contemplated business

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operations;

- xx) filed or file or consented or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors;
- xxi) shared or share any common logo with or held or hold itself out as or be considered as a department or division of any of its affiliates or general partners, as the case may be, or any other person;
- xxii) maintained or maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any general partner or affiliate, as the case may be, or any general partner or affiliate thereof or any other person;
- xxiii) agreed or agree to, enter into or consummate any transaction which would render it unable to furnish a certification that (A) it is not an "employee benefit plan" as defined in Section 3(3) of ERISA, which is subject to Title I of ERISA, or a "governmental plan" within the meaning of Section 3(32) of ERISA; (B) it is not subject to state statutes regulating investments and fiduciary obligations with respect to governmental plans; and (C) one or more of the following circumstances is true: (1) equity interests in the Partnership are publicly offered securities, within the meaning of 29 C.F.R. § 2510.3-101(b)(2), (2) less than 25 percent of each outstanding class of equity interests in the Partnership are held by "benefit plan investors" within the meaning of 29 C.F.R § 2510.3-101(f)(2), or (3) it qualifies as an "operating company" or a "real estate operating company" within the meaning of 19 C.F.R. § 2510.3-101(c) or (e) or an investment company registered under the Investment Company Act of 1940; or
- xxiv) failed or fail to use separate stationery, invoices and checks.

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