D01

Division of Corporations
Public Access System

238 UCT 20 A 0: 05

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H04000210042 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations

Pax Number

: (850)205-0383

From:

Account Name : CORPDIRECT AGENTS, INC.

Account Number : 110450000714 Phone : (850)222-1173 Fax Number : (850)224-1640

0150.31046

LIMITED PARTNERSHIP AMENDMENT

COSTA DORADA ASSOCIATES, LTD.

| Certificate of Status | 0 |
|-----------------------|----------|
| Certified Copy | 1 |
| Page Count | 07 |
| Estimated Charge | \$105.00 |

AL:

Plactronic Piling Manu.

Composition with a

PUBLIC ACCORD HAVE

PG FCT 20 A 10: 05

H040002100423 ED

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:

- 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.

10/20/2004 16:39 CCRS → 2050383

NO.429

D03

H04000210042,3 ED

5. This Amendment may be executed in one or more counterparts, each of which? A 0: 05 shall be deemed to be the same document.

[Signature page follows]

H040002100425 ED

EN WITNESS WHEREOF, the parties have executed this Amendment as of the day and 20 A '0: 05 year first above set forth.

GENERAL PARTNER:

COSTA DORADA ASSOCIATES, INC., a

Florida copporation

Jose E. Cabanas, President

LIMITED PARTNER:

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

Jese E. Cabanas, Manager

H040002100423 ED

2031 OCT 20 A 10: 05

THE SEPTEMBA

EXHIBIT "A"

ARTICLE XV - SPECIAL PURPOSE ENTITY

- a) The Partnership is a single purpose entity and accordingly it has not and shall not:
 - i) engaged or engage in any business or activity other than the ownership, operation, development and maintenance of the real property more particularly described on Exhibit "A" attached hereto (the "Property"), and activities incidental thereto;
 - ii) acquired or acquire or owned or own any material asset other than (A) the Property and (B) such incidental personal property as may be necessary for the operation of the Property;
- iii) merge into or consolidate with any person or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, except as permitted in that certain Construction Loan Agreement (the "Agreement") dated as of August 13, 2004 by and between the Partnership and Hypo Real Estate Capital Corporation, as Agent ("Agent");
- failed or fail to preserve its existence as an entity duly organized, validly existing and in good standing or active status, as the case may be, under the laws and regulations of the jurisdiction of its organization or formation, or, without the prior written consent of the Agent, amend, modify, terminate or fail to comply with the provisions of this Partnership Agreement, as the same may be further amended or supplemented, if such amendment, modification, termination or failure to comply would (A) create an amendment to the limitations set forth in this Article, (B) affect the provisions of such documents pertaining to the matters set forth in this Article or (C) adversely affect its ability to perform its obligations under this Agreement, the Notes or the other Loan Documents or have a Material Adverse Effect;
- v) owned or own any subsidiary, or made or make any investment of any nature in, any person.
- vi) commingled or commingle its assets with the assets of any of its affiliates, principals or of any other persons;
- vii) incurred or incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation) other than (A) the obligations incurred under the Agreement, (B) indemnities incurred in the ordinary course of business and on customary terms and conditions in connection with the acquisition of goods and services and (C) trade payables incurred in the ordinary course of business that do not exceed \$75,000 in the aggregate at any one time and are paid as they become due in accordance with sound commercial practices;

- was or shall become insolvent or failed or fail to pay its debts and liabilities from CONSTATE CONTRACTOR STATE
- failed or fail to maintain its records, books of account and bank accounts separate ix) 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;
- 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;
- except under the Agreement, guaranteed or pledged or guarantee or pledge its assets for the benefit of, or otherwise become 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;
- failed or fail either to hold itself out to the public as a legal entity separate and xvii) 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);
- (iiivx 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

operations;

30 OCT 20 A ID: 05

- involuntary, to take advantage of any applicable insolvency, bankruptcy, and applicable insolvency.
- 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;
- 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.