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Florida Department of State

Division of Corporations

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Fax Number : (850) 205-0383

From:

Account Name : GREENBERG TRAURIG (WEST PALM BEACH)
Account Number : 075201001473
Phone : (561) 650-7900
Fax Number : (561) 655-6222

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TALLAHASSEE FLORIDA

LIMITED PARTNERSHIP AMENDMENT

CSC-NOB HILL, LTD.

AK-1233

Certificate of Status	0
Certified Copy	1
Page Count	06
Estimated Charge	\$105.00

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DIVISION OF CORPORATION

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**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
CSC-NOB HILL, LTD.**

Pursuant to the provisions of section 620.109, Florida Statutes, CSC-Nob Hill, Ltd., a Florida limited partnership (the "Partnership"), whose Certificate of Limited Partnership was filed with the Florida Department of State on June 28, 1996, adopts the following Certificate of Amendment to its Certificate of Limited Partnership.

FIRST: Article 11 of the Certificate of Limited Partnership of the Partnership is hereby added in its entirety to read as follows:

"11. a. The nature of the business and of the purposes to be conducted and promoted by the Partnership is to engage solely in the following activities: (i) to own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with that certain real property located in the City of Winter Park, State of Florida (the "Property"); and (ii) to exercise all powers enumerated in Chapter 620 of the Florida Statutes necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

b. The Partnership shall only incur indebtedness in an amount necessary to operate and maintain the Property. For so long as any mortgage lien in favor of Deutsche Banc Mortgage Capital, L.L.C., its successors or assigns (the "First Mortgage") exists on any portion of the Property, the Partnership shall not incur, assume, or guaranty any other indebtedness. For so long as the First Mortgage exists on any portion of the Property, the Partnership shall not dissolve or liquidate. For so long as any mortgage lien exists on any portion of the Property, the Partnership 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 Partnership) formed or surviving such consolidation or merger or that acquires by conveyance or transfer the properties and assets of the Partnership 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 11 and in Article 12, and (c) shall expressly assume the due and punctual performance of the Partnership'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 Partnership and be continuing. For so long as the First Mortgage exists on any portion of the Property, the Partnership will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code

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or any similar federal or state statute without the unanimous consent of the Board of Directors of the special purpose corporate general partner of the Partnership. For so long as the First Mortgage exists on any portion of the Property, no material amendment to this Certificate of Limited Partnership may be made without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property, or, after the securitization of the loan, only if the Partnership 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 First Mortgage. No transfer of any direct or indirect ownership interest in the Partnership may be made such that the transferee owns, in the aggregate with the ownership interests of its affiliates and family members in the Partnership, more than a 49% interest in the Partnership, unless such transfer is conditioned upon the delivery of an acceptable non-consolidation opinion to the holder of the First Mortgage and to any applicable rating agency concerning, as applicable, the Partnership, the new transferee and/or their respective owners.

c. Any indemnification of the directors and officers of the special purpose corporate general partner of the Partnership shall be fully subordinated to any obligations respecting the Property (including, without limitation, the First Mortgage) and such indemnification shall not constitute a claim against the directors and officers of the special purpose corporate general partner of the Partnership in the event that cash flow necessary to pay holders of such obligations is insufficient to pay such obligations".

SECOND: Article 12 of the Certificate of Limited Partnership of the Partnership is hereby added in its entirety to read as follows:

"12. For so long as the First Mortgage exists on any portion of the Property, in order to preserve and ensure its separate and distinct limited partnership identity, in addition to the other provisions set forth in its Certificate of Limited Partnership, the Partnership shall conduct its affairs in accordance with the following provisions:

a. It shall establish and maintain an office through which its business shall be conducted separate and apart from those of its special purpose corporate general partner and any affiliate or, if it shares office space with its special purpose corporate general partner or any affiliate, it shall allocate fairly and reasonably any overhead and expense for shared office space.

b. 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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- c. 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.
- d. It will not enter into any contract or agreement with its special purpose corporate general partner, any affiliate of the Partnership or any constituent party of the Partnership except upon terms and conditions that are commercially reasonable and substantially similar to those that would be available on an arms-length basis with unrelated third parties.
- e. 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 lien 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 lien may be secured (subordinate or pari passu) by the Property.
- f. It has not made and will not make any loans or advances to any third party, including its special purpose corporate, any affiliate of the Partnership or constituent party of the Partnership and shall not acquire obligations or securities of its affiliates.
- g. 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.
- h. 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 its Certificate of Limited Partnership without the prior written consent of the mortgage lien holder or, after the securitization of the loan, only if the Partnership 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 First Mortgage.
- i. It will maintain all of its books, records, financial statements and bank accounts separate from those of its special purpose corporate general partner, its affiliates and any constituent party and the Partnership will file its own separate tax returns. It shall maintain its books, records, resolutions and agreements as official records.
- j. 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

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special purpose corporate general partner, any affiliate or any constituent party of the Partnership), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct and operate its business in its own name, shall 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.

k. 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.

l. Neither the Partnership nor any constituent party will seek or permit the dissolution, winding up, liquidation, consolidation or merger in whole or in part, of the Partnership, 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.

m. It will not commingle the funds and other assets of the Partnership with those of its special purpose corporate, any affiliate or constituent party, or any affiliate of any constituent party, or any other person.

n. 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.

o. 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.

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

q. The Partnership shall maintain a sufficient number of employees in light of its contemplated business operations.

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

s. It shall have a special purpose corporate general partner which shall be organized to be a single purpose, "bankruptcy remote" entity with organizational documents substantially similar to the organizational documents of the current corporate general partner of the Partnership.

For purpose of this Article 12, the following terms shall have the following meanings:

"affiliate" means any person controlling or controlled by or under common control with the Partnership, including, without limitation (i) any

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person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the Partnership, its special purpose corporate general partner, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from the Partnership, its general partner 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 voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"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.

i. The Partnership shall not terminate or dissolve solely as a consequence of the bankruptcy or insolvency of the special purpose corporate general partner of the Partnership, but the Partnership shall continue so long as there remains a solvent special purpose corporate general partner of the Partnership.

u. Subject to applicable law, dissolution of the Partnership shall not occur so long as the Partnership remains owner of the Property subject to the First Mortgage.

v. Upon the dissociation or withdrawal of the special purpose corporate general partner from the Partnership or the bankruptcy, insolvency or liquidation of the special purpose corporate general partner, the Partnership shall appoint a new special purpose corporate general partner and deliver an acceptable non-consolidation opinion to the holder of the First Mortgage and to any applicable rating agency concerning, as applicable, the Partnership, the new special purpose corporate general partner, and its owners.

w. The unanimous written consent of the Board of Directors of the special purpose corporate general partner shall be required for the Partnership 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 Partnership or a substantial portion of its properties; (iii) make any assignment for the benefit of the Partnership's creditors, or (iv) take any action in furtherance of the foregoing."

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THIRD: This Certificate of Amendment shall be effective as of April 15, 2002.

FOURTH: Except as hereby amended, the Certificate of Limited Partnership of the Partnership shall remain the same.

CEEBRAID WINTER PARK CORPORATION

By: 
Adam Schlesinger, Vice President

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b. The Partnership shall only incur indebtedness in an amount necessary to operate and maintain the Property. For so long as any mortgage lien in favor of Deutsche Banc Mortgage Capital, L.L.C., its successors or assigns (the "First Mortgage") exists on any portion of the Property, the Partnership shall not incur, assume, or guaranty any other indebtedness. For so long as the First Mortgage exists on any portion of the Property, the Partnership shall not dissolve or liquidate. For so long as any mortgage lien exists on any portion of the Property, the Partnership 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 Partnership) formed or surviving such consolidation or merger or that acquires by conveyance or transfer the properties and assets of the Partnership 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 11 and in Article 12, and (c) shall expressly assume the due and punctual performance of the Partnership'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 Partnership and be continuing. For so long as the First Mortgage exists on any portion of the Property, the Partnership will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code

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c. Any indemnification of the directors and officers of the special purpose corporate general partner of the Partnership shall be fully subordinated to any obligations respecting the Property (including, without limitation, the First Mortgage) and such indemnification shall not constitute a claim against the directors and officers of the special purpose corporate general partner of the Partnership in the event that cash flow necessary to pay holders of such obligations is insufficient to pay such obligations".

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a. It shall establish and maintain an office through which its business shall be conducted separate and apart from those of its special purpose corporate general partner and any affiliate or, if it shares office space with its special purpose corporate general partner or any affiliate, it shall allocate fairly and reasonably any overhead and expense for shared office space.

b. 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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- c. 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.
- d. It will not enter into any contract or agreement with its special purpose corporate general partner, any affiliate of the Partnership or any constituent party of the Partnership except upon terms and conditions that are commercially reasonable and substantially similar to those that would be available on an arms-length basis with unrelated third parties.
- e. 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 lien 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 lien may be secured (subordinate or pari passu) by the Property.
- f. It has not made and will not make any loans or advances to any third party, including its special purpose corporate, any affiliate of the Partnership or constituent party of the Partnership and shall not acquire obligations or securities of its affiliates.
- g. 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.
- h. 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 its Certificate of Limited Partnership without the prior written consent of the mortgage lien holder or, after the securitization of the loan, only if the Partnership 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 First Mortgage.
- i. It will maintain all of its books, records, financial statements and bank accounts separate from those of its special purpose corporate general partner, its affiliates and any constituent party and the Partnership will file its own separate tax returns. It shall maintain its books, records, resolutions and agreements as official records.
- j. 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

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k. 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.

l. Neither the Partnership nor any constituent party will seek or permit the dissolution, winding up, liquidation, consolidation or merger in whole or in part, of the Partnership, 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.

m. It will not commingle the funds and other assets of the Partnership with those of its special purpose corporate, any affiliate or constituent party, or any affiliate of any constituent party, or any other person.

n. 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.

o. 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.

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For purpose of this Article 12, the following terms shall have the following meanings:

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person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the Partnership, its special purpose corporate general partner, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from the Partnership, its general partner 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 voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

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t. The Partnership shall not terminate or dissolve solely as a consequence of the bankruptcy or insolvency of the special purpose corporate general partner of the Partnership, but the Partnership shall continue so long as there remains a solvent special purpose corporate general partner of the Partnership.

u. Subject to applicable law, dissolution of the Partnership shall not occur so long as the Partnership remains owner of the Property subject to the First Mortgage.

v. Upon the dissociation or withdrawal of the special purpose corporate general partner from the Partnership or the bankruptcy, insolvency or liquidation of the special purpose corporate general partner, the Partnership shall appoint a new special purpose corporate general partner and deliver an acceptable non-consolidation opinion to the holder of the First Mortgage and to any applicable rating agency concerning, as applicable, the Partnership, the new special purpose corporate general partner, and its owners.

w. The unanimous written consent of the Board of Directors of the special purpose corporate general partner shall be required for the Partnership 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 Partnership or a substantial portion of its properties; (iii) make any assignment for the benefit of the Partnership's creditors, or (iv) take any action in furtherance of the foregoing."

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THIRD: This Certificate of Amendment shall be effective as of April 15, 2002.

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CEEBRAID WINTER PARK CORPORATION

By: 
Adam Schlesinger, Vice President

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