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From: GREENBERG TRAURIG

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LP/LLP AMENDMENT/RESTATEMENT/CORRECTION

CSC-NOB HILL, LTD.

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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 6 of the Certificate of Limited Partnership of the Partnership is hereby amended in its entirety to read as follows:

"6. The latest date upon which the Partnership is to dissolve is no later than March 31, 2022, unless the Partners agree to extend the term."

**SECOND:** Section b of Article 11 of the Certificate of Limited Partnership of the Partnership is hereby deleted in its entirety and replaced with the following:

"b. The Partnership shall only incur indebtedness in an amount necessary to operate and maintain the Property. For so long as that certain first priority mortgage lien from UBS Real Estate Investments Inc., its successors and 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 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,

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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."

THIRD: All references in the Certificate of Limited Partnership of the Partnership, as amended, to the term First Mortgage shall hereinafter be given the meaning as prescribed in Section b of Article 11 above.

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

CEEBRAID WINTER PARK CORPORATION

By:   
Adam Schlesinger, President

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