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LIMITED PARTNERSHIP AMENDMENT

BRICKELL MAIN STREET MANAGEMENT, LTD.

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**SECOND CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP OF
BRICKELL MAIN STREET MANAGEMENT, LTD.**

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The undersigned, being the sole general partner of Brickell Main Street Management, a Florida limited partnership (the "Partnership"), the Certificate of Limited Partnership of said Partnership having been filed September 25, 1997 under Document No. A97000002083, does hereby certify, attest and serve notice, pursuant to the provisions of Section 620.109 of the Florida Revised Uniform Limited Partnership Act, that the Certificate of Limited Partnership of the Partnership is hereby amended by the addition of Paragraphs 7.1, 7.2, 7.3 and 7.4 as follows:

"7.1 Notwithstanding anything to the contrary set forth in this Certificate of Limited Partnership, Paragraphs 7.1, 7.2, 7.3 and 7.4 herein shall apply and govern for so long as that certain mezzanine loan (the "Mezzanine Loan") in the original principal amount of \$13,640,000 made by Carbon Capital, Inc., a Maryland corporation ("Lender"), to the Partnership, BMS Investors Group, Ltd., a Florida limited partnership, Cap Ferrat Holdings Ltd., a Florida limited partnership, and Pittipaldi Executive Center I, LLC, a Florida limited liability company, as co-borrowers (collectively, the "Co-Borrowers"), jointly and severally, remains outstanding and not indefeasibly paid in full. When the Mezzanine Loan is no longer outstanding and it is paid full, Paragraphs 7.1, 7.2, 7.3, and 7.4 herein, shall no longer remain in effect and shall be null and void; provided, that until such time, such Paragraphs 7.1, 7.2, 7.3 and 7.4 shall govern over any other provision in this Certificate of Limited Partnership.

7.2 The purpose of the business of the Partnership, which business may be conducted directly by the Partnership and/or indirectly through one or more partnerships, corporations, limited liability companies or other entities presently existing or that may be formed from time to time as determined by the General Partner in its sole and absolute discretion but subject to Paragraph 7.3 hereof, shall be (a) to act as general partner of Brickell Main Street, Ltd., a Florida limited partnership (the "Operating Partnership"), and to participate in the management of the Operating Partnership through the General Partner in all respects as set forth in the Regulations of the General Partner, as amended from time-to-time, (b) to acquire, own, hold, manage, pledge, sell or otherwise dispose of and/or mortgage or otherwise encumber or borrow against all or any part of the Property (as defined in Paragraph 7.3 below) and (c) to do any and all things incident thereto or in connection therewith.

7.3 For so long as the Mezzanine Loan remains outstanding and not indefeasibly paid in full, the Partnership shall comply with the following provisions, unless expressly permitted or required otherwise by the Loan Documents (as hereinafter defined) or without first obtaining the approval of the Lender; provided, however, that notwithstanding anything in Paragraph 7.2 or 7.3 to the contrary, neither (a) the execution and delivery by the Partnership of (i) that certain Contribution Agreement by and among the Operating Partnership and the Co-Borrowers or (ii) that certain Environmental Indemnity in favor of Fremont Investment & Loan entered into by the Partnership and such lender as a condition to the making of a construction loan by such lender to the

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Operating Partnership, (b) the performance of the Partnership's obligations under such Contribution Agreement or Environmental Indemnity, nor (c) the incurrence, performance or satisfaction by the Partnership, in its capacity as general partner of the Operating Partnership, of the obligations and/or liabilities of the Operating Partnership in the event that the Partnership shall be liable therefor pursuant to the Florida Revised Uniform Limited Partnership Act or other applicable law, shall be deemed to constitute a violation of Paragraphs 7.2 or 7.3 of this Certificate of Limited Partnership.

- (a) Certain Prohibited Activities. The Partnership shall only incur indebtedness in an amount necessary to acquire, own and maintain the Property; provided, however, that the Partnership shall be permitted to incur reasonable affiliate indebtedness relating to operating expenses of the Partnership incurred in order that the Partnership may comply with the separateness covenants and other requirements of this Paragraph 7.3, provided that all such affiliate indebtedness shall at all times be fully subordinated to the Mezzanine Loan. For so long as the Mezzanine Loan remains outstanding and not indefeasibly paid in full, the Partnership shall not, except as otherwise permitted under the Loan Documents, incur, assume, or guaranty any other indebtedness or dissolve, liquidate, merge or sell all or substantially all of its Assets (as hereinafter defined) or 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 all of the Partners (as hereinafter defined). For so long as the Mezzanine Loan remains outstanding and not indefeasibly paid in full, no amendment may be made to Paragraphs 7.1, 7.2, 7.3 or 7.4 of this Certificate of Limited Partnership without first obtaining the approval of the Lender. For so long as the Mezzanine Loan remains outstanding and not indefeasibly paid in full, unless otherwise approved by the Lender, there shall be no return of Capital Contributions (as hereinafter defined) to the Partners, no return on Capital Contributions to the Partners, no distributions of Available Cash (as defined in the Partnership Agreement (as hereinafter defined)) to the Partners and no payments or distributions to Partners or affiliates of Partners of any nature whatsoever (but excluding capital contributions by the Partnership to the Operating Partnership), including, without limitation, the payment of affiliate fees.
- (b) Indemnification. Any indemnification of the Partners by the Partnership shall be fully subordinated to any obligations respecting the Property (including, without limitation, the Mezzanine Loan) and such indemnification shall not constitute a claim against the Partnership in the event that cash flow necessary to pay holders of such obligations is insufficient to pay such obligations.
- (c) Separateness Covenants. For so long as the Mezzanine Loan remains outstanding and not indefeasibly paid in full, in order to preserve and ensure its separate and distinct partnership identity, in addition to the other provisions set forth in this Certificate of Limited Partnership, the Partnership shall conduct its affairs in accordance with the following provisions:

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- (i) It shall establish and maintain an office through which its business shall be conducted separate and apart from those of any affiliate(s) or, if it shares office space with any affiliate(s), it shall be allocated, fairly and reasonably, any overhead and expense for shared office space.
- (ii) It shall not own any asset or property other than the Property and such other property and assets as are incidental to the conduct of the business of the Partnership as provided in Paragraph 7.2 herein.
- (iii) It shall not engage, directly or indirectly, in any business other than the business of the Partnership as provided in Paragraph 7.2 herein and it shall conduct and operate its business as presently conducted and operated.
- (iv) It shall not enter into any contract or agreement with 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.
- (v) It has not incurred and shall not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (A) the Mezzanine Loan, (B) trade payables or accrued expenses incurred in the ordinary course of the business of the Partnership with trade creditors and in amounts as are normal and reasonable under the circumstances and (C) such reasonable affiliate indebtedness relating to operating expenses of the Partnership incurred in order that the Partnership may comply with the separateness and other requirements of this Paragraph 7.3, provided that all such affiliate indebtedness shall at all time be fully subordinated to the Mezzanine Loan. No indebtedness, other than the Mezzanine Loan, may be secured (subordinate or pari passu) by the Property.
- (vi) It has not made and shall not make any loans or advances to any third party, including any affiliate of the Partnership or constituent party of the Partnership and, with the exception of the Property, it shall not acquire obligations or securities of its affiliate(s).
- (vii) It is and shall remain solvent and shall pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its Assets as the same shall become due.
- (viii) It has done or caused to be done and shall do all things necessary to observe organizational formalities and preserve its existence, and it shall not amend, modify or otherwise change Paragraphs 7.1;

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7.2, 7.3 and 7.4 herein without the prior written consent of the Lender.

- (ix) It shall maintain all of its books, records, financial statements and bank accounts separate from those of its affiliate(s) and any constituent party and the Partnership shall file its own separate tax returns. It shall maintain its books, records, resolutions and agreements as official records.
- (x) It shall be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including 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 separate stationery, invoices and checks.
- (xi) It shall 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.
- (xii) 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, with the exception of the Property, any stock or other evidence of beneficial ownership, of any other person or entity.
- (xiii) It shall not commingle the funds and other Assets of the Partnership with those of any affiliate or constituent party, or any affiliate of any constituent party, or any other person.
- (xiv) It has and shall 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.
- (xv) Other than pursuant to that certain pledge agreement securing the Mezzanine Loan, 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.
- (xvi) It shall pay any liabilities out of its own funds, including salaries of any employees.

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- (xvii) The Partnership shall maintain a sufficient number of employees in light of its contemplated business operations, or if it shares employees with any affiliate, it shall be allocated, fairly and reasonably, any overhead and expense for such shared employee(s).
- (xviii) The Partnership shall not guarantee or become obligated for the debts of any other entity or person.
- (xix) It shall have a general partner which shall be organized to be a single purpose, "bankruptcy remote" entity.
- (xx) With the exception of the Operating Partnership, the Partnership shall not form, acquire or hold any subsidiary entity.

(d) Dissolution.

- (i) The Partnership shall have at least one special purpose general partner with at least a one-half percent (.5%) ownership interest in the Partnership.
- (ii) The Partnership shall not terminate or dissolve solely as a consequence of the bankruptcy or insolvency of one or more of the general partners of the Partnership but the Partnership shall continue so long as there remains a solvent general partner of the Partnership.
- (iii) Subject to applicable law, dissolution of the Partnership shall not occur so long as the Partnership remains owner of all or part of the Property.
- (iv) Upon the dissociation or withdrawal of the special purpose general partner from the Partnership or the bankruptcy, insolvency or liquidation of the special purpose general partner, the Partnership shall appoint a new special purpose general partner and deliver an acceptable non-consolidation opinion to the Lender concerning, as applicable, the Partnership, the new special purpose general partner and its owners.

- (e) Certain Actions Requiring Unanimous Consent of the Partners. The unanimous consent of all Partners (including that of the special purpose 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

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of the Partnership's creditors, or (iv) take any action in furtherance of the foregoing.

- (f) Deferral of Payments or Distributions by Operating Partnership to Its Partners or Affiliates Thereof. The Partnership covenants and agrees that, for so long as the Mezzanine Loan remains outstanding and not indefeasibly paid in full, the Partnership shall cause the Operating Partnership to refrain from making any of the following payments or distributions to the extent that any such payment or distribution is not set forth in the budget of the Operating Partnership as approved by the Lender or has not otherwise been approved by the Lender: (i) return of Invested Capital (as defined in the Agreement of Limited Partnership of the Operating Partnership, as amended from time to time (the "Brickell Partnership Agreement")) to the partners of the Operating Partnership, (ii) return on Invested Capital to the partners of the Operating Partnership, (iii) distributions of Available Cash (as defined in the Brickell Partnership Agreement) to the partners of the Operating Partnership or (iv) any other payments or distributions to the partners of the Operating Partnership, or affiliates of such partners, of any nature whatsoever including, without limitation, the payment of affiliate fees.

For purpose of this Paragraph 7.3, 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 person who has a familial relationship, by blood, marriage or otherwise, with any Partner or employee of the Partnership or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from the Partnership or any affiliate; provided, however, that for purposes of Subparagraph (f) of this Paragraph 7.3, the Operating Partnership shall be substituted in place of the Partnership when defining "affiliates." 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.

"Assets" means, collectively, the Property and all other assets and property as shall be owned by the Partnership from time to time in accordance with the terms of the Partnership Agreement.

"Capital Contributions" shall have the meaning as ascribed to such term in the Partnership Agreement.

"Loan Documents" means that certain loan agreement entered into as of the date hereof by and among the Lender, the Partnership, the Co-Borrowers and certain guarantors of the Mezzanine Loan governing the terms and conditions of the Mezzanine Loan together with such other documents as evidence the Mezzanine Loan and/or are entered into in connection with the Mezzanine Loan.

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"Partners" shall have the meaning as ascribed to such term in the Partnership Agreement.

"Partnership Agreement" means the agreement of limited partnership of the Partnership, as amended from time to time.

"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.

"Property" means such general partner interest in the Operating Partnership as may be owned by the Partnership from time to time and, as of the date hereof, representing 100% of the general partner interests in the Operating Partnership."

7.4 Restrictions on Issuance or Transfer of Partnership Interests While Mezzanine Loan Outstanding. Notwithstanding any other provision of this Certificate of Limited Partnership or the Partnership Agreement to the contrary and except as permitted under the Mezzanine Loan, so long as the Mezzanine Loan remains outstanding and not indefeasibly paid in full, neither the Partnership nor any of its Partners, nor any of their respective shareholders, members or other equity holders, shall issue any Interests, capital stock, membership interests, partnership interests or other form of equity, nor shall any such person or entity transfer any direct or indirect ownership interest in the Partnership or any of its Partners or any of their respective partners, shareholders, members or other equity holders, such that such issuance or transfer results in the person or entity to whom the Interest or other equity interest is issued, or the transferee, as the case may be, owning more than a forty-nine percent (49%) interest in the Partnership or any such Partner or such Partner's partners, shareholders, members or other equity holders (other than a person or entity who, as of the date hereof, owned more than a forty-nine percent (49%) interest in the Partnership) unless (a) such issuance or transfer is conditioned upon the delivery of an acceptable Non-Consolidation Opinion to the Lender and to any nationally recognized rating agency, if applicable, which has been requested by the Lender or any transferee of the Lender to rate any issue of securities issued in respect of a pool of mortgage loans which include the Mezzanine Loan (collectively, the "Certificates") and which is then rating, or expected to rate, such Certificates (individually, a "Rating Agency"), concerning, as applicable, the Partnership, the Partner, the new investor or transferee, as the case may be, and/or their respective owners; and (b) each Rating Agency confirms in writing that such transfer will not result in a qualification, withdrawal or downgrade of any securities rating. Notwithstanding the foregoing, this Paragraph 7.4 shall at no time be construed so as to permit the issuance of Interests by the Partnership, or a transfer of Interests by a Partner, if such proposed issuance or transfer would otherwise be in contravention of the Partnership Agreement.

All other provisions of the Certificate of Limited Partnership of the Partnership shall remain in full force and effect without any modification thereof.

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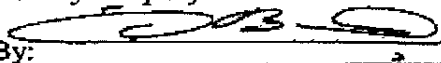
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IN WITNESS WHEREOF, this Second Certificate of Amendment to Certificate of Limited Partnership of the Partnership has been duly executed in the name and on behalf of the sole general partner of the Partnership as of the 26th day of November, 2003.

GENERAL PARTNER:

Brickell Main Street, LLC, a Florida limited liability company


By: _____

Jacques Barbara, a Manager