



L0100 0016580

ACCOUNT NO. : 072100000032

REFERENCE : 418722 4322384

AUTHORIZATION : Patricia Pigato

COST LIMIT : \$ 130.00

ORDER DATE : February 27, 2002

ORDER TIME : 2:31 PM

ORDER NO. : 418722-005

CUSTOMER NO: 4322384

500005025055--9

CUSTOMER: Barbara Frayle, Legal Asst
Weil Gotshal & Manges LLP
Suite 2100
701 Brickell Ave
Miami, FL 33131

DOMESTIC AMENDMENT FILING

NAME: ACC/GP LLC

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX (3) CERTIFIED COPY
 PLAIN STAMPED COPY
XX (3) CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Janna Wilson -- EXT# 1155

95:2 PM 27 FEB 2002 EXAMINER'S INITIALS:

RECEIVED

02 FEB 27 PM 3:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APPROVED
AND
FILED

20122

**ARTICLES OF AMENDMENT TO THE
ARTICLES OF ORGANIZATION OF
ACC/GP LLC**

These Articles of Amendment to the Articles of Organization of ACC/GP LLC are hereby executed and filed in accordance with the provisions of Section 608.411 of the Florida Statutes.

1. The name of the limited liability company is ACC/GP LLC and upon filing of these Articles of Amendment to the Articles of Organization, the name of the limited liability company shall be ACC/GP DEVELOPMENT LLC.

2. The Articles of Organization of ACC/GP LLC were filed with the Department of State of the State of Florida on September 26, 2001 and assigned document number LO1000016580.

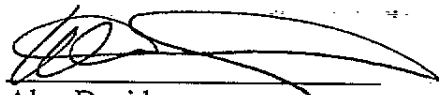
3. The text of the Articles of Organization are hereby amended as follows:

(a) Article I is hereby amended to read: The name of the Limited Liability Company is ACC/GP Development LLC.

(b) Article III is hereby amended to read: The name and the Florida street address and the signature of the registered agent are:

Alan David
20803 Biscayne Boulevard
Suite 200
Aventura, Florida 33180

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.



Alan David

Registered Agent's signature

Article IV is hereby amended to read: The Limited Liability Company is to be managed by its managing member.

(d) The following articles are hereby incorporated in, and made a part of, the Articles of Organization:

Article V – Purpose. The purpose to be conducted or promoted by the Company is to engage in the following activities:

(i) to own, manage, lease, operate and maintain a fee interest in the property described on Schedule A hereto (the "Property"), at all times since its formation and thereafter;

02 FEB 27 PM 3:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APPROVED
AND
FILED

(ii) to develop, manage, lease, finance, refinance, maintain, operate, improve, sell and dispose of the Property;

(iii) to acquire, own, hold, sell, transfer, service, convey, safe-keep, dispose of, pledge, assign, borrow money against, finance, refinance or otherwise deal with the Property, publicly or privately and whether with unrelated third parties or with affiliated entities; and

(iv) to engage in any lawful act or activity and to exercise any powers permitted to limited liability companies organized under the laws of the State of Florida that are related or incidental to and necessary, convenient or advisable for the accomplishment of the above-mentioned purposes.

Article VI- Separateness Covenants.

(a) For so long as any Obligation is outstanding, the Managing Member shall cause the Company to:

- (A) maintain its own separate books and records and bank accounts;
- (B) at all times hold itself out to the public and all other Persons as a legal entity separate from the Members and any other Person;
- (C) file its own tax returns, if any, as may be required under applicable law;
- (D) not commingle its assets with assets of any other Person;
- (E) conduct its business and hold all of its assets in its own name and strictly comply with all organizational formalities to maintain its separate existence;
- (F) maintain separate financial statements showing the Company's assets and liabilities separate and apart from those of any other Person and not have the Company's assets listed or identified or included on the financial statement of another Person unless the other Person is required to do so by generally accepted accounting principles, in which case the consolidated financial statement shall (a) specifically identify the assets of the Company, (b) note that the Company is a special purpose entity, and (c) note that the assets of the Company are not available to satisfy obligations to any creditors of the other Person except for the Lender or its successors or assigns;
- (G) pay its own liabilities and expenses only out of its own funds;
- (H) maintain an arm's-length relationship with its Affiliates and the Members and enter into transactions with Affiliates and the Members only on a commercially reasonable basis;

FILED
AND
FILED

02 FEB 27 PM 3:48

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

- (I) pay the salaries of its own employees, if any, from its own funds;
- (J) not hold out its credit or assets as being available to satisfy the obligations of others;
- (K) allocate fairly and reasonably (and pay or charge for, as applicable) any overhead expenses that are shared with any Person, including paying for office space provided and services performed by any other Person;
- (L) use separate stationery, invoices and checks bearing its own name;
- (M) except as contemplated by the Basic Documents, not pledge its assets for the benefit of any other Person;
- (N) correct any known misunderstanding regarding its separate identity;
- (O) maintain adequate capital in light of its contemplated business purpose, transactions and liabilities;
- (P) cause the Company to keep and observe all Florida limited liability company formalities;
- (Q) not acquire the obligations or securities of any of its Affiliates or the Members;
- (R) not identify itself as a division of any other Person or entity;
- (S) maintain its assets in such a manner that it would not be very costly or difficult to segregate, ascertain or identify its assets from those of any other person; and
- (T) cause the Managing Member, agents and other representatives of the Company to act at all times with respect to the Company consistently and in furtherance of the foregoing and in the best interests of the Company.

Failure of the Company, or the Managing Member on behalf of the Company, to comply with any of the foregoing covenants or any other covenants contained in this Agreement shall not affect the status of the Company as a separate legal entity or the limited liability of the Members, including the Managing Member.

(b) So long as any Obligation is outstanding, the Managing Member shall not cause or permit the Company to:

- (A) guarantee any obligation of any Person, including any Affiliate;

APPROVED
 AND
 FILED
 02 FEB 27 PM 3:48
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

- (B) engage, directly or indirectly, in any business other than the actions required or permitted to be performed under the Basic Documents or this Article VI;
- (C) incur, create or assume any indebtedness other than as expressly permitted in the Basic Documents;
- (D) make or permit to remain outstanding any loan or advance to, or own or acquire any stock or securities of, any Person, except that the Company may invest in those investments permitted under the Basic Documents and may make any advance required or expressly permitted to be made pursuant to any provisions of the Basic Documents and permit the same to remain outstanding in accordance with such provisions;
- (E) to the fullest extent permitted by law, engage in any dissolution, liquidation, consolidation, merger, asset sale or transfer of ownership interests other than such sales as are expressly permitted pursuant to any provision of the Basic Documents;
- (F) form, acquire or hold any subsidiary (whether corporate, partnership, limited liability company or other); or
- (G) permit or allow the transfer of any direct ownership in the Company except as expressly permitted by the Basic Documents.

Article VII – Definitions. Unless otherwise defined elsewhere herein, the following terms shall have the following meanings:

"Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such Person.

"Basic Documents" means the Company's operating agreement and the Loan Documents.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or general partnership or managing member interests, by contract or otherwise. "Controlling" and "Controlled" shall have correlative meanings. Without limiting the generality of the foregoing, a Person shall be deemed to Control any other Person in which it owns, directly or indirectly, a majority of the ownership interests.

"First Mortgage" means the Mortgage and Security Agreement which constitutes one of the Loan Documents, as the same may be hereafter modified.

"Loan" means the loan made pursuant to the Loan Documents.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

02 FEB 27 PM 3:48

APPROVED
AND
FILED

W

"Loan Documents" means those documents evidencing and/or securing the \$2,000,000 loan made by First Union National Bank to the Company, and all documents contemplated thereby or delivered in connection therewith.

"Managing Member" means Southeastern Florida Properties, Inc., a Florida corporation.

"Obligations" shall mean the indebtedness, liabilities and obligation of the Company under or in connection with the Company's Operating Agreement, the Loan Documents or any related document in effect as of any date of determination.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any governmental authority.

In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.



Michael Bedzow, Authorized Representative

Dated: February 25, 2002

APPROVE
AND
FILED

02 FEB 27 PM 3:49

SECRETARY OF STATE
TALLAHASSEE, FLORIDA