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LIMITED LIABILITY COMPANY

b.f. at club kendall, L.L.C.

Certificate of Status	1
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**CERTIFICATE OF AMENDMENT TO ARTICLES OF ORGANIZATION
OF****B.F. AT CLUB KENDALL, L.L.C., a Florida limited liability company**

Pursuant to the provisions of Section 608.411 of the Florida Limited Liability Company Act, the undersigned Company adopts the following Certificate of Amendment to its Articles of Organization:

ARTICLE ONE: PURPOSE.

The Limited Liability Company's (the "Company's") business and purpose shall consist solely of the ownership, operation and management of the property known as Kendall Club Apartments located at 9956 N. Kendall Drive, Miami, Dade County, Florida (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith.

ARTICLE TWO: POWERS AND DUTIES.

Notwithstanding any other provisions of these Articles and so long as any obligations secured by the Security Instrument (as defined below) remain outstanding and not discharged in full, without the consent of all members of the Company, the members and managers of the Company shall have no authority to:

- (i) borrow money or incur indebtedness on behalf of the Company other than normal trade accounts payable and obligations in the ordinary course of business, or grant consensual liens on the Company's property; except, however, that the Company is hereby authorized to assume the obligations of the grantor/mortgagor under the terms of those certain Mortgage, Security Agreement and Fixture Filing (the "Security Instrument") on the Property, which first Security Instrument is currently held by LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF DEUTSCHE MORTGAGE & ASSET RECEIVING CORPORATION, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 1998-C1 (the "Noteholder"), as beneficiary or mortgagee, and other indebtedness expressly permitted therein or in the documents related to the Security Instrument, and to grant a mortgage, lien or liens on the Company's Property to secure such Security Instrument;
- (ii) dissolve or liquidate the Company;
- (iii) sell or lease, or otherwise dispose of all or substantially all of the assets of the Company;

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**ARTICLE FIVE: EFFECT OF BANKRUPTCY, DEATH OR
INCOMPETENCY OF A MEMBER**

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such Member shall have all the rights of such Member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute Member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company Interest shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Member. The foregoing shall apply to the extent permitted by applicable law.

ARTICLE SIX: CONTROLLING PROVISIONS.

So long as any obligations secured by the Security Instrument remain outstanding and not paid in full, Articles One, Two, Three, Four and Five hereof shall control in the event of any conflict with any contrary provisions hereof or of any other entity governance documents.

5. Except as hereby amended, the Articles of Organization of the Company shall remain the same.

IN WITNESS WHEREOF, the undersigned, being the sole Member and the Managing Member of the Company, has executed this Certificate of Amendment as of March 13, 2002.

SOLE MEMBER AND MANAGING MEMBER:


Joseph A. Boschetti

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