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Division of Corporations

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DIVISION OF CORPORATION

LIMITED LIABILITY AMENDMENT

RET TRUST, LLC

Certificate of Status	0
Certified Copy	1
Page Count	04
Estimated Charge	\$55.00

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CERTIFICATE OF AMENDMENT TO
ARTICLES OF ORGANIZATION OF
RET TRUST, LLC
A FLORIDA LIMITED LIABILITY COMPANY

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- FIRST:** The date of filing of the Articles of Organization was October 30, 2002.
- SECOND:** The following amendments to the Articles of Organization were adopted by the Limited Liability Company and shall be added to the original Articles of Organization.

PURPOSE

The purpose of the Limited Liability Company (the "Company") is limited solely to (i) owning, holding, selling, leasing, transferring, exchanging, operating and managing the real property located at 10041 Nobhill Road, Tamarac, Florida 33321 and more particularly described on Exhibit A (the "Property"), (ii) obtain a loan (the "First Mortgage Loan") from UBS Warburg Real Estate Investments Inc. (the "Lender") which First Mortgage Loan shall be secured by a first priority mortgage upon the Property (the "Mortgage"), and (iii) transacting any and all lawful business that is incident, necessary and appropriate to accomplish the foregoing.

MANAGEMENT

The Managing Member shall be Coral Springs Properties, Inc. # P93000011048

SEPARATENESS / OPERATIONS MATTERS

- (1) Notwithstanding any other provision of these articles to the contrary, so long as the First Mortgage Loan is outstanding, the Company may not, without the prior written consent of the lender, do any of the following:
- (a) engage in any business or activity other than those set forth in these Articles; or
 - (b) incur any indebtedness or assume or guaranty any indebtedness other than the First Mortgage Loan and unsecured trade debt incurred in the ordinary course of business which is payable within sixty (60) days of when incurred; or
 - (c) amend or cause to be amended these articles with respect to changing the sole purpose of the Company or the separateness covenants contained in these Articles.
- (2) Notwithstanding any other provision of this Agreement to the contrary, so long as the First Mortgage is outstanding, the Company may not do any of the following:
- (a) dissolve or liquidate, in whole or in part;
 - (b) consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any person or entity;
 - (c) amend or cause to be amended these Articles with respect to changing the sole purpose of the Company or the separateness covenants contained in this Article

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- hereof; or
(d) take any action that might cause the Company to become insolvent.

(3) Notwithstanding any other provision of these Articles to the contrary, the Company shall:

- (a) maintain books and records separate from any other person or entity
- (b) maintain its bank accounts separate from any other person or entity;
- (c) not commingle its funds and other assets with those of any other person or entity and hold all of its assets in its own name;
- (d) file its own tax returns;
- (e) maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person or entity;
- (f) not do any act which would make it impossible to carry its ordinary business;
- (g) conduct its own business in its own name;
- (h) maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity;
- (i) pay its own liabilities and expenses only out of its own funds;
- (j) as appropriate for the organizational structure of the Company, observe all corporate and other organizational formalities;
- (k) maintain an office through which its business will be conducted separate and apart from those of its affiliates and maintain an arm's length relationship with its affiliates and enter into transactions with affiliates only on a commercially reasonable basis;
- (l) pay the salaries of its own employees from its own funds;
- (m) maintain a sufficient number of employees in light of its contemplated business operations;
- (n) not guarantee or become obligated for the debts of any other entity or person;
- (o) not hold out its credit as being available to satisfy the obligations of any other person or entity;
- (p) not acquire the obligations or securities of its affiliates or owners, including partners, members or shareholders, as appropriate;
- (q) not make loans to any other person or entity or buy or hold evidence of indebtedness issued by any other person or entity (except for cash and investment-grade securities);
- (r) allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;
- (s) use separate stationery, invoices and checks bearing its own name;
- (t) not pledge its assets for the benefit of any other person or entity;
- (u) hold itself out as a separate entity;
- (v) correct any known misunderstanding regarding its separate identity;
- (w) not identify itself as a division or part of any other person or entity;
- (x) maintain adequate capital in light of its contemplated business operations;
- (y) be and remain solvent and pay its debt from its assets as the same shall become

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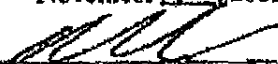
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- due;
- (z) conduct and operate its business as presently conducted and operated;
 - (za) not acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or other evidence of beneficial ownership of, any entity; and
 - (bb) not hold title to the Company's assets other than in the Company's name.

DATED: November 8, 2002

By:


ROSS H. MANELLA

Authorized Representative of a Member

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RET TRUST, LLC

Exhibit "A"
Legal Description

Tract A, of GREENVIEW APARTMENTS, according to the Plat thereof, recorded in Plat Book 134, Page 22, of the Public Records of Broward County, Florida.

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