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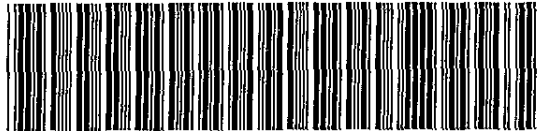
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N. G. Sullivan AUG 25 2005

GORNTO & GORNTO, P.A.

ATTORNEYS AT LAW

149 South Ridgewood Avenue, Suite 550

Daytona Beach, Florida 32114

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L. A. 'Gus' Gornto, Jr.
Board Certified Tax Lawyer
Master of Laws in Taxation

Bradford B. Gornto
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August 23, 2005

Via Federal Express # 791709343994

Florida Department of State
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

Re: Perry's Ocean Edge Resort, LLC and
Ocean Edge Holdings, LLC

Dear Sir or Madam:

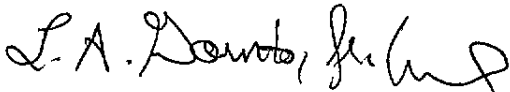
Enclosed are an original and one copy of the Amended and Restated Articles of Organization for each of the above referenced limited liability companies.

I would appreciate your filing these documents upon receipt and forwarding one certified copy of the Amended and Restated Articles of Organization to me by U.S. Mail on the date of filing.

I have enclosed a check in the amount of \$50.00 for the filing fees.

Thank you for your assistance in this matter.

With kindest regards,



L. A. Gornto, Jr.
LAG/ml
Enclosures

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
PERRY'S OCEAN EDGE RESORT, LLC**

Pursuant to the provisions of Florida Statutes §608.411, Perry's Ocean Edge Resort, LLC adopts the following articles of amendment and restatement to its articles of organization:

FIRST: Amendments and restatements adopted:

**ARTICLES OF ORGANIZATION
OF
PERRY'S OCEAN EDGE RESORT, LLC**

A Florida Limited Liability Company

ARTICLE ONE: NAME

The name of this limited liability company is Perry's Ocean Edge Resort, LLC.

ARTICLE TWO: PERIOD OF DURATION

The period of duration of this limited liability company is perpetual. The date and time at which the existence of this limited liability company begins is the date and time of filing of these articles of organization by the Department of State of the State of Florida.

ARTICLE THREE: PURPOSE

The Limited Liability Company's (the "Company's") business and purpose shall consist solely of the acquisition, ownership, operation and management of the real estate project known as Perry's Ocean Edge Resort, located in Daytona Beach Shores, Volusia County, Florida (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith.

ARTICLE FOUR: PRINCIPAL OFFICE

The mailing address and street address of the principal office this limited liability company are as follows:

315 N. Atlantic Avenue
Daytona Beach, Florida 32118

ARTICLE FIVE: REGISTERED AGENT; REGISTERED OFFICE

The name and street address of the initial registered agent of this limited liability company in the State of Florida are as follows:

Name:	L. A. Gornto, Jr., Esq.
Street Address:	149 S. Ridgewood Avenue, Suite 550 Daytona Beach, Florida 32114

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ARTICLE SIX: MANAGEMENT

The limited liability company is to be managed by one or more Members and is therefore a member managed company. The name and address of the initial Managing Member are as follows:

<u>Name</u>	<u>Address</u>
Ocean Edge Holdings, LLC	315 N. Atlantic Avenue Daytona Beach, FL 32118

ARTICLE SEVEN: POWERS AND DUTIES

(a) Notwithstanding any other provisions of these Articles, any contrary or inconsistent provision in the operating agreement of the Company or any other document or instrument governing the affairs of the Company or any provision of law that otherwise so empowers the Company, so long as the loan in the initial principal amount of \$13,000,000 (the "Loan") and any other obligations secured by that certain Loan Agreement and Mortgage in favor of Citigroup Global Markets Realty Corp, as lender (the "Mortgage") remain outstanding and not discharged in full, without the prior written consent of the holder of the Mortgage (the "Lender"), the managing member of the Company (the "Managing Member") and the Company shall have no authority to:

- (i) conduct its affairs in any manner contravening or inconsistent with the provisions of Articles Three, Seven, Eight, Nine and Ten of these Articles;
- (ii) dissolve or liquidate the Company or consent to any such dissolution or liquidation;
- (iii) sell or lease, or otherwise dispose of all or substantially all of the assets of the Company; or
- (iv) amend, modify or alter Articles Three, Seven, Eight, Nine and Ten of these Articles.

(b) Notwithstanding any other provisions of these Articles, any contrary or inconsistent provision in the operating agreement of the Company or any other document or instrument governing the affairs of the Company or any provision of law that otherwise so empowers the Company, so long as the Loan or any other obligations secured by the Mortgage remains outstanding and not discharged in full, the Managing Member and the Company shall have no authority to file or consent to the filing of any voluntary or involuntary bankruptcy or insolvency petition with respect to the Company or otherwise initiate or consent to proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the properties and assets of the Company, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due or declare or effect a moratorium on the Company debt or take any company or corporate action in furtherance of any such action.

ARTICLE EIGHT: TITLE TO COMPANY PROPERTY

All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in any Company property in its individual name or right, and each Member's interest in the Company shall be personal property for all purposes. The foregoing provisions shall govern over any contrary or inconsistent provision in the operating agreement of the Company or any other document or instrument governing the affairs of the Company.

ARTICLE NINE: SEPARATENESS/OPERATIONS MATTERS

The Company has heretofore conducted and shall at all times hereafter conduct its business and operations in strict accordance and compliance with the following provisions:

- (a) the Company has not and shall not own any asset or property other than (i) the Property, and (ii) incidental personal property necessary for the ownership or operation of the Property;
- (b) the Company has not and shall not engage in any business or activity other than the ownership, management and operation of the Property and the Company has conducted and operated and will conduct and operate its business as presently conducted and operated;
- (c) the Company has not and shall not enter into or be a party to any transaction, contract or agreement with any guarantor of the debt secured by the Mortgage or any part thereof (a "Guarantor") or with any Affiliate, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with unrelated third parties (the term "Affiliate" shall mean any person or entity (i) which owns beneficially, directly or indirectly, any outstanding shares of the Managing Member's stock or any membership interest in the Company, or (ii) which controls or is under common control with the Managing Member, the Company, or any Guarantor);
- (d) the Company has not and shall not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the debt secured by the Mortgage and (ii) trade and operational debt incurred in the ordinary course of business with trade creditors in connection with owning, operating and maintaining the Property, in such amounts as are normal and reasonable under the circumstances, provided such debt is not evidenced by a promissory note or other security instrument and is not at any time in an aggregate amount in excess of two percent of the original Loan amount, and further provided that all such trade debts are paid within 30 days after the same are incurred. No indebtedness other than the debt secured by the Mortgage may be secured (senior, subordinated or pari passu) by the Property;
- (e) the Company has not and shall not make any loans or advances to any Guarantor, Affiliate or other person or entity;
- (f) the Company has remained and shall remain solvent and shall pay its debts from its assets as the same shall become due;

- (g) the Company has done and shall do all things necessary to preserve its existence, and the Company has not and shall not, nor shall the Company permit a Guarantor to amend, modify or otherwise change the partnership certificate, partnership agreement, articles of incorporation and bylaws, operating agreement, trust or other organizational documents of the Company or a Guarantor in a manner which would adversely affect the Company's existence as a single-purpose entity, without the prior written consent of Lender;
- (h) the Company has maintained and shall maintain its financial statements, accounting records, books and records, bank accounts and other entity documents separate from those of its Affiliates, any constituent party of the Company or any other person or entity, and the Company has filed and will file its own tax returns. The Company has maintained and shall maintain its books, records, resolutions and agreements as official records;
- (i) the Company has been and shall be, and at all times has held and will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate, any constituent party of the Company or any Guarantor), shall correct any known misunderstanding regarding its identity or status as a separate entity, has conducted and shall conduct business in its own name, has held and shall hold its assets in its own name, has maintained and shall maintain and utilize a separate telephone number and separate stationery, invoices and checks, has allocated and shall allocate fairly and reasonably any overhead for shared office space and has not and shall not identify itself as a division or part of any Affiliate or other person or entity, or any Affiliate or other person or entity as a division or part of the Company;
- (j) the Company has preserved and kept and shall preserve and keep in full force and effect its existence, good standing and qualification to do business in the state in which the Property is located and the Company has observed and will observe all limited liability company formalities;
- (k) the Company has maintained and shall maintain adequate capital and a sufficient number of employees for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations. The Company has paid and will pay the salaries of its own employees;
- (l) the Company has not and shall not seek or consent to the dissolution or winding up, in whole or in part, of the Company, nor shall the Company merge with or be consolidated into any other entity or acquire by purchase or otherwise all or substantially all of the business assets of, or any stock or beneficial ownership of, any entity;
- (m) the Company has not and shall not commingle the funds or any other assets of the Company with those of any Affiliate, any Guarantor, any constituent party of the Company or any other person or entity, and the Company has paid and shall pay its own liabilities out of its own funds and assets;
- (n) the Company has maintained and shall maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets

from those of any constituent party of the Company, Affiliate, Guarantor or any other person or entity;

- (o) the Company has not and shall not assume, guarantee, become obligated for or hold itself out to be responsible for, or hold out its credit as being available to satisfy, or pledge its assets as security for, the debts or obligations of any other person or entity (provided, that the foregoing shall not prevent the Company from being and holding itself responsible for expenses incurred or obligations undertaken by the property manager of the Property in respect of its duties regarding the Property);
- (p) the Company shall not own any subsidiary, or make any investment in any person or entity;
- (q) the Company shall not pledge its assets for the benefit of any other person or entity; and
- (r) the Company shall not acquire obligations or securities of any Guarantor or Affiliate.

The foregoing provisions of this Article shall govern over any contrary or inconsistent provision in the operating agreement of the Company or any other document or instrument governing the affairs of the Company.

ARTICLE TEN: EFFECT OF BANKRUPTCY, DEATH OR INCOMPETENCY OF A MEMBER; TERMINATION EVENT

The following provisions shall govern over any contrary or inconsistent provision in the operating agreement of the Company or any other document or instrument governing the affairs of the Company:

(a) 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 membership interest in the Company 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.

(b) If, notwithstanding the provisions of the foregoing subsection (a), a termination event occurs with respect to the Company, the vote of a majority-in-interest of the remaining members of the Company shall be sufficient to continue the life of the Company, and if the vote of a majority-in-interest of the remaining members is not obtained to continue the life of the Company upon a termination event, the Company shall nevertheless not dissolve or liquidate its assets without the consent of the Lender.

SECOND: The date of filing of the original Articles of Organization of Perry's Ocean Edge Resort, LLC was June 18, 2003.

THIRD: The effective date of these Amended and Restated Articles of Organization shall be the date and time of the filing with the Department of State of the State of Florida.

FOURTH: These Amended and Restated Articles of Organization of Perry's Ocean Edge Resort, LLC supersede the original articles of organization and all amendments thereto.

The undersigned Manager of this limited liability company execute these Amended and Restated Articles of Organization this ____ day of August, 2005.

Ocean Edge Holdings, LLC

By: George D. Anderson
George D. Anderson,
Managing Member

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing Amended and Restated Articles of Organization was acknowledged before me this ____ day of August, 2005, by George D. Anderson, as the Managing Member of Perry's Ocean Edge Resort, LLC, on behalf of the limited liability company, who is personally known to me and who did not take an oath.

Notary Public
State of Florida at Large
My Commission Expires:

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