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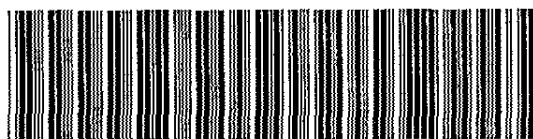
(Business Entity Name)

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TALLAHASSEE, FLORIDA

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STATE
DIVISION OF CORPORATIONS

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
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North Village Beauty LLC

- ☐ Art of Inc. File
- ☐ LTD Partnership File
- ☐ Foreign Corp. File
- ☒ L.C. File Amend
- ☐ Fictitious Name File
- ☐ Trade/Service Mark
- ☐ Merger File
- ☐ Art. of Amend. File
- ☐ RA Resignation
- ☐ Dissolution / Withdrawal
- ☐ Annual Report / Reinstatement
- ☒ Cert. Copy
- ☐ Photo Copy
- ☐ Certificate of Good Standing
- ☐ Certificate of Status
- ☐ Certificate of Fictitious Name
- ☐ Corp Record Search
- ☐ Officer Search
- ☐ Fictitious Search
- ☐ Fictitious Owner Search
- ☐ Vehicle Search
- ☐ Driving Record
- ☐ UCC 1 or 3 File
- ☐ UCC 11 Search
- ☐ UCC 11 Retrieval
- ☐ Courier

Signature

Requested by: SW

Date 4/29

Time

Name

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**RESTATED AND AMENDED ARTICLES OF ORGANIZATION
OF
NORTH VILLAGE REALTY, LLC**

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TALLAHASSEE, FLORIDA

Each undersigned individual, being either a member or the authorized representative of a member, hereby presents for filing these Restated and Amended Articles of Organization to the Department of State of the State of Florida in accordance with §608.411, Florida Statutes, as a restatement and amendment to the Articles of Organization filed on February 10, 2004.

ARTICLE I

The name of the limited liability company (the "Company") is:

NORTH VILLAGE REALTY, LLC

ARTICLE II

Unless and until the Company is dissolved by the unanimous consent of the members or by law, the Company will exist in perpetuity from the date of the filing of the original Articles of Organization with the Florida Department of State.

ARTICLE III

The mailing address and street address of the Company's principal business office is:

6124 SW 104th Street
Miami, Florida 33156

ARTICLE IV

The name of the initial registered agent and the street address of the initial registered office for service of process in the State of Florida are as follows. Attached to these Restated and Amended Articles of Organization is a written statement from the registered agent as required by Florida Statute § 608.415.

Registered Agent

Harold L. Lewis

Address of Registered Office

One Biscayne Tower, Suite 2400
2 South Biscayne Boulevard
Miami, Florida 33131

ARTICLE V

The business of the Company shall be managed by one or more managers. The Company shall be a manager-managed Company.

ARTICLE VI

The Company may exercise any powers, without limitation whatsoever, which a limited liability company may legally exercise under the laws of the State of Florida.

ARTICLE VII

The Company may indemnify any manager, member, officer, employee or agent of the Company to the fullest extent permitted by Florida law.

ARTICLE VIII

The business and purpose of the Company shall consist solely of the acquisition, operation and disposition of the real estate project known as North Village Square (the "Property") and to enter into a loan transaction ("Loan") with LaSalle Bank National Association (the "Lender") in which the Company shall borrow certain monies in the approximate amount of Two Million Seven Hundred Thousand and No/100 Dollars (\$2,700,000.00) from the Lender. The Company shall:

(a) not own, hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any real or personal property other than (i) the Property, and (ii) incidental personal property necessary for the ownership or operation of the Property;

(b) not engage in any business other than the ownership, operation and disposition of the Property;

(c) not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Loan, and (ii) unsecured trade payables (and not evidenced by a promissory note) related to the ownership and operation of the Property and incurred in the ordinary course of business and which shall not exceed 60 days in duration from the date such trade payables are first incurred by the Company;

(d) maintain its assets, accounts, books, records, financial statements, stationery, invoices, and checks separate from and not commingled with any of those of any other person or entity;

(e) conduct its own business in its own name, pay its own liabilities out of its own funds (including paying salaries of its own employees), allocate fairly and reasonably any overhead for shared employees and office space, and maintain an arm's length relationship with its affiliates;

(f) hold itself out as a separate entity, correct any known misunderstanding regarding its separate identity, and observe all organizational formalities;

(g) not guarantee or become obligated for the debts of any other entity or person or hold out its credits as being available to satisfy the obligations of others, including not acquiring obligations or securities of its partners, members or shareholders=

(h) not pledge its assets for the benefit of any other entity or person or make any loans or advances to any person or entity;

(i) not enter into any contract or agreement with any Principal, as defined in the mortgage securing the Loan, or any party which is directly or indirectly controlling, controlled by or under common control with Company or Principal (an "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 third parties other than any Principal or Affiliate;

(j) maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and maintain a sufficient number of employees in light of its contemplated business operations;

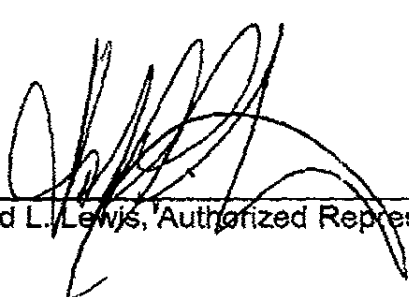
(k) not dissolve or wind up, in whole or in part, and no member of the Company shall seek the dissolution or winding up, in whole or in part, of the Company, and the Company will not merge with or be consolidated into any other entity;

(l) 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, Principal or any other person; and

(m) obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under the mortgage securing the Loan.

Until such time as the Loan has been repaid in full, the Company shall not amend, modify or terminate any of these provisions of the Company's Articles of Organization without the prior written consent of the Lender.

IN WITNESS WHEREOF, the undersigned authorized representative of the Company has hereunto executed these Restated and Amended Articles of Organization this 28th day of April, 2004.



Harold L. Lewis, Authorized Representative

1.000/00 1-308

ACCEPTANCE OF REGISTERED AGENT

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.



Harold M. Lewis

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