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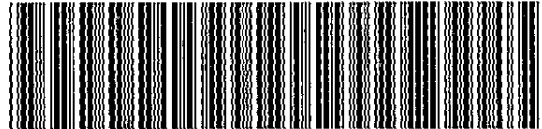
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CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
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Elphaim Bartow, LLC

Signature

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Art. of Amend. File *LC*

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Dissolution / Withdrawal

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Certificate of Fictitious Name

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**ARTICLES OF AMENDMENT TO
ARTICLES OF ORGANIZATION OF EPHRAIM BARTOW, LLC**

The undersigned desiring to amend the Articles of Organization pursuant to the provisions of Chapter 608, Florida Statutes do hereby certify as follows:

1. (a) The name of the limited liability company is Ephraim Bartow, LLC
- (b) The date of filing of the Articles of Organization is September 13, 2004
- (c) The amendment to the Articles of Organization are as follows:
 - (i) Amend the term of the limited liability company to read December 31, 2051.
 - (ii) Amend Article IV to reflect Andrew Hsu as Manager Member.
 - (iii) Add the following new Article V styled as follows:

ARTICLE V – HUD REQUIREMENTS

So long as the Secretary of the Department of Housing and Urban Development ("Secretary") or the Secretary's successors or assigns is the insurer or holder of the note secured by the mortgage on the Savannah Court of Bartow, Project No. 067-22032 in Bartow, Polk County, Florida (the "Project"), the following provisions required by the Department of Housing and Urban Development ("HUD required provisions") will control in the event of any conflict with any provision of the Articles of Organization.

- a. If any of the provisions of the organizational documents conflict with the terms of the note, mortgage, security agreement or HUD Regulatory Agreement ("HUD Loan Documents"), the provisions of the HUD Loan Documents will control.
- b. No provision required by HUD to be inserted into the organizational documents may be amended without prior HUD approval, so long as HUD is the insurer or holder of the note.
- c. No provision in the organizational documents that results in any of the following will have any force or effect without the prior written consent of HUD:
 - (1) Any amendment that modifies the term of the mortgagor entity;
 - (2) Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional member;
 - (3) Any amendment that in any way affect the note, mortgage and security agreement on the Project or the Regulatory Agreement between HUD and the mortgagor entity;
 - (4) Any amendment that would authorize any member other than the Manager or pre-approved Successor Manager to bind the mortgagor entity for all matters concerning the project which require HUD's consent or approval;
 - (5) A change in the Manager/General Partner or pre-approved Successor Manager of the mortgagor entity; or

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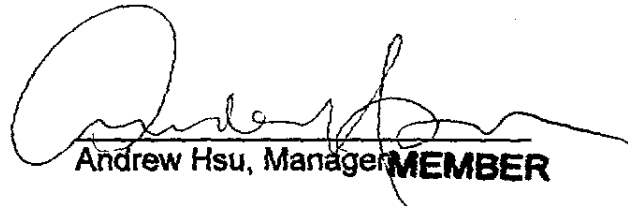
(6) Any change in a guarantor of any obligation to the Secretary.

- d. The mortgagor entity is authorized to execute a note, mortgage and security agreement in order to secure a loan to be insured by the Secretary and to execute the Regulatory Agreement and other documents required by the Secretary in connection with the HUD insured loan.
- e. Any incoming member must as a condition of receiving an interest in the Limited Liability Company agree to be bound by the note, mortgage and security agreement, the Regulatory Agreement and any other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other members.
- f. Notwithstanding any other provisions, upon any dissolution, no title or right to possession and control of the Project, and no right to collect the rents from the Project, shall pass to any person who is not bound by the Regulatory Agreement in a manner satisfactory to the Secretary.
- g. The members, officers and directors and any assignee of a member are liable in their individual capacity to HUD for:
 - (1) Funds or property of the Project coming into its possession, which by the provisions of the Regulatory Agreement, the person or entity is not entitled to retain;
 - (2) Its own acts and deed, or acts and deeds of other which it has authorized, in violation of the provisions of the Regulatory Agreement;
 - (3) The acts and deeds of affiliates, as defined in the Regulatory Agreement, which the person or entity has authorized in violation of the provisions of the Regulatory Agreement; and
 - (4) As otherwise provided by law.
- h. The Limited Liability Company shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.
- i. The Limited Liability Company has designated Andrew Hsu as its official representative for all matters concerning the project which require HUD consent or approval. The signature of this person will bind the Limited Liability Company in all such matters. The Limited Liability Company may from time to time appoint a new representative to perform this function, but within 3 business days of doing so, will provide HUD with written notification of the name, address, and telephone number of its new representative. When a person other than the person identified above has full or partial authority of management of the project, the Limited Liability Company will promptly provide HUD with the name of that person and the nature of that person's management authority.
- j. The date of adoption of the foregoing amendments by a unanimous vote of the members was December 12, 2005.

- k. The Limited Liability Company shall not engage in any other business or activity, including the operation of any other rental project, or incur any liability or obligation not in connection with the project

IN WITNESS WHEREOF, the undersigned have executed these Articles of Amendment on the date set forth below.

Dated: December 12, 2005


Andrew Hsu, Manager **MEMBER**