

Division of Corporations

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Florida Department of State
Division of Corporations
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Account Number : I20010000025
Phone : (305) 935-3500
Fax Number : (305) 935-9042

L04-80186

LIMITED LIABILITY AMENDMENT

BRICKELL VIEW OF MIAMI-DADE COUNTY LAND L.L.C.

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**ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION
OF BRICKELL VIEW OF MIAMI-DADE COUNTY
LAND L.L.C., A FLORIDA LIMITED LIABILITY COMPANY**

Pursuant to the provisions of Chapter 621, Florida Statutes, the Articles of Organization of BRICKELL VIEW OF MIAMI-DADE COUNTY LAND L.L.C., a Florida limited liability company (the "Company") which were filed with the Secretary of State for the State of Florida on November 2, 2004, are hereby amended to include the following provisions:

1. The sole purpose of the Company is to acquire, own, hold, maintain and operate the parcel of real property (the "Property") described as follows:

Lots 5 through 9, inclusive, Block 89 South, MAP OF
MIAMI, DADE CO., FLA, according to the Plat thereof,
as recorded in Plat Book B, at Page 41, of the Public
Records of Miami-Dade County, Florida,

together with such other activities as may be necessary or advisable in connection with the operation of the Property. Notwithstanding anything contained herein to the contrary, the Company shall not engage in any business, and it shall have no purpose, unrelated to the Property and shall not acquire any real property or own assets other than those related to the Property and/or otherwise in furtherance of the purposes of the Company.

2. Anything in the Operating Agreement of the Company to the contrary notwithstanding, the Managers shall have no authority to perform any act in respect of the Company in violation of any: (i) applicable laws or regulations; or (ii) any agreement between the Company and WACHOVIA BANK, NATIONAL ASSOCIATION or its successors or assigns (collectively, the "Lender").

3. Anything in the Operating Agreement of the Company to the contrary notwithstanding, so long as any indebtedness remains outstanding by the Company to the Lender, the Company shall not:

- a. make any loans to the Managers or to their Affiliates;
- b. except as permitted by the Lender in writing, sell, encumber (except with respect to the Lender) or otherwise dispose of all or substantially all of the properties of the Company (a sale or disposition will be deemed to be "all or substantially all of the properties of the Company" if the sale or disposition includes the Property or if the total value of the properties sold or disposed of in such transaction and during the twelve (12) months preceding such transaction is 66-2/3% or more in value of the Company's total assets as of the end of the most recently completed company fiscal year);
- c. dissolve, wind-up or liquidate the Company;
- d. merge, consolidate or acquire substantially all the assets of another person or entity;
- e. change the nature of the business conducted by the Company; or
- f. except as permitted by the Lender in writing, amend or modify this Agreement.

For the purposes of this Agreement, Affiliate means any person or entity which directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with a Member. For the purposes hereof, the terms "control", "controlled", or "controlling" shall include, without limitation: (i) the ownership, control or power to vote ten percent (10.00%) or more of: (x) the Members; or (y) the Company or beneficial interests of any such person or entity, as the case may be, directly or indirectly, or acting through one or more persons or entities; (ii) the control in any manner over the Managers or the election of

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20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

more than one director or trustee (or persons exercising similar functions) of such person or entity; or (iii) the power to exercise, directly or indirectly, control over the management or policies of such person or entity.

4. All funds of the Company shall be deposited in such checking accounts, saving accounts, time deposits, or certificates of deposit in the Company's name or shall be invested in the Company's name, in such manner as shall be designated by the Managers from time to time. Company funds shall not be commingled with those of any other person or entity. Company funds shall be used by the Manager only for the business of the Company.

5. Title to Company assets shall be held in the Company's name.

6. The Company shall not, without the affirmative vote of 100% of the Members, institute proceedings to be adjudicated bankrupt or insolvent; or consent to the institution of bankruptcy or insolvency proceedings against it; or file a petition seeking, or consent to, reorganization or relief under any applicable federal or state law relating to bankruptcy; or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or a substantial part of its property; or make any assignment for the benefit of creditors; or admit in writing its inability to pay its debts generally as they become due; or take any action in furtherance of any such action.

7. The Company shall have no indebtedness, secured or unsecured, direct or contingent (including guaranteeing any obligation) and shall incur no liability other than: (i) the loan made to the Company by the Lender; (ii) the Falcon Note or Notes (as said terms are defined in the Operating Agreement of the Company); and (iii) trade payables or accrued expenses (not exceeding two percent (2.00%) in the aggregate of the original principal amount of the loan made to the Company by the Lender) incurred in the ordinary course of business of operating the Property (provided, however, that all such sums shall be paid in full promptly by the Company, but in no event later than sixty (60) days of the date incurred) and no other debt will be secured (senior, subordinate or *pari passu*) by the Property.

8. The Company shall not terminate solely as a consequence of the bankruptcy, insolvency, appointment of a receiver, liquidator, assignee, trustee or sequestrator (or other similar official) of a Member of the Company or a substantial part of such Member's property, or assignment for the benefit of its creditors, or an admission in writing of the inability to pay its debts generally as they become due, or any similar action, of one or more of the Members, so long as there remains a solvent manager of the Company.

9. The Company shall at all times observe the applicable legal requirements for the recognition of the Company as a legal entity separate from any Members of the Company and Affiliates including, without limitation, as follows:

a. The Company shall maintain its principal executive office and telephone and facsimile numbers separate from that of any Affiliate and shall conspicuously identify such office and numbers as its own. Additionally, the Company shall use its own separate stationary, invoices and checks which reflects its separate address, telephone number and facsimile number, as appropriate.

b. The Company shall maintain its records and books and accounts separate from those of any Affiliate or any other entity. The Company shall prepare unaudited quarterly and annual financial statements, and the Company's financial statements shall substantially comply with generally accepted accounting principles.

c. The Company shall maintain its own separate bank accounts, payroll and correct, complete and separate books of account.

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d. The Company shall hold itself out to the public (including any Affiliate's creditors) under the Company's own name and as a separate and distinct entity and not as a department, division or otherwise of any Affiliate.

e. All customary formalities regarding the existence of the Company, including holding meetings and maintaining current and accurate minute books separate from those of any Affiliate, shall be observed.

f. The Company shall act solely in its own name and through its own duly authorized officers and agents. No Affiliate shall be appointed or act as agent of the Company.

g. Investments shall be made in the name of the Company directly by the Company or on its behalf by brokers engaged and paid by the Company or its agents.

h. Except as required by the Lender, the Company shall not guarantee or assume any liabilities or obligations for the benefit of any party, including, without limitation, any Affiliate or hold itself out or permit itself to be held out as having guaranteed or assumed any liabilities or obligations of any party, including, without limitation, any Member or any Affiliate, nor shall it make any loan to any party (including any Affiliate).

i. The Company is and will be solvent and shall pay its own liabilities, indebtedness and obligations of any kind, including all administrative expenses, from its own separate assets.

j. Assets of the Company shall be separately identified, maintained and segregated. The Company's assets shall at all times be held by or on behalf of the Company and if held on behalf of the Company by another entity, shall at all times be kept identifiable (in accordance with customary usages) as assets owned by the Company. This restriction requires, among other things, that Company funds shall not be commingled with those of any Affiliate and it shall maintain all accounts in its own name and with its own tax identification number, separate from those of any Affiliate.

k. The Company shall not take any action if, as a result of such action, the Company would be required to register as an investment company under the Investment Company Act of 1940, as amended.

l. The Company shall at all times be adequately capitalized to engage in the transactions contemplated at its formation.

m. All data and records (including computer records) used by the Company or any Affiliate in the collection and administration of any loan shall reflect the Company's ownership interest therein.

n. None of the Company's funds shall be invested in securities issued by any Affiliate.

o. The Company shall not enter into any contract or agreement with any employee, shareholder, consultant, agent, director, partner, member or manager of the Company or any Affiliate, as applicable, 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 an Affiliate.

p. The Company shall file its own tax returns.

q. The Company shall not do any act which would make it impossible to carry on the ordinary business of the Company.

r. The Company shall not hold title to the Company's assets other than in the Company's name.

10. The foregoing amendments were adopted by the unanimous approval of the Members of the Company on November 10, 2004.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Amendment this 15th day of November, 2004.

WITNESSES:

Print Name:

Gay A. Korn

Print Name:

Barbara A. Kaufmann

Print Name:

Gay A. Korn

Print Name:

Vicki Slawa

Print Name:

Gay A. Korn

Print Name:

Barbara A. Kaufmann

MANAGERS:

BRICKELL VIEW DEVELOPMENT L.L.C.,
a Florida limited liability company

By: SUNVEST RESORT COMMUNITIES,
L.C., a Florida limited liability company,
its Manager

By: HARVEY BIRDMAN, Manager

FALCON SUMMIT BRICKELL LLC, a
Florida limited liability company

By: ARTHUR FALCONE, Manager

BRICKELL VIEW DEVELOPMENT LAND,
INC., a Florida corporation

By: HARVEY BIRDMAN, President

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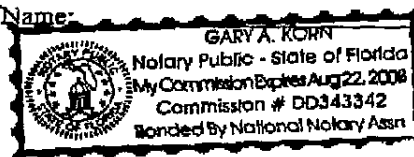
STATE OF FLORIDA)
) SS:
 COUNTY OF MIAMI-DADE)

The execution of the foregoing Articles of Amendment to Articles of Organization was acknowledged before me this 5th day of November, 2004 by HARVEY BIRDMAN, as Manager of SUNVEST RESORT COMMUNITIES, L.C., a Florida limited liability company, the Manager of BRICKELL VIEW DEVELOPMENT L.L.C., a Florida limited liability company, who is personally known to me.

My Commission Expires:


 Notary Public, State of Florida


Print Name:



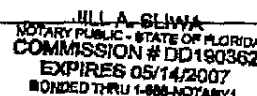
STATE OF FLORIDA)
) SS:
 COUNTY OF PALM BEACH)

The execution of the foregoing Articles of Amendment to Articles of Organization was acknowledged before me this 30th day of November, 2004 by ARTHUR FALCONE, as Manager of FALCONE SUMMIT BRICKELL, LLC, a Florida limited liability company, who is personally known to me.

My Commission Expires:


 Notary Public, State of Florida

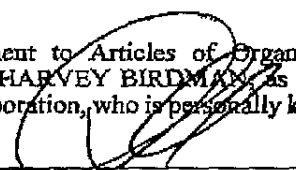
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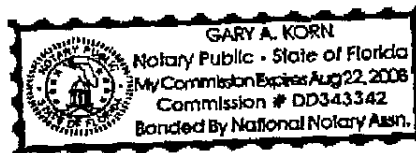
STATE OF FLORIDA)
) SS:
 COUNTY OF MIAMI-DADE)

The execution of the foregoing Articles of Amendment to Articles of Organization was acknowledged before me this 5th day of November, 2004 by HARVEY BIRDMAN, as President of BRICKELL VIEW DEVELOPMENT LAND, INC., a Florida corporation, who is personally known to me.

My Commission Expires:


 Notary Public, State of Florida

Print Name:



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