

L05000007896

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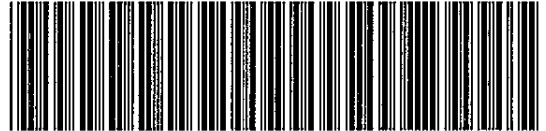
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05 MAR 18 AM 7:49

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CORPUS DIRECT AGENTS, INC. (formerly CCRS)
103 N. MERIDIAN STREET, LOWER LEVEL
TALLAHASSEE, FL 32301
222-1173

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CONTACT: ED

DATE: 03/18/05

REF. #: 0177.36051

CORP. NAME: MOUNT SINAI MEDICAL COMPLEX, LLC

- ARTICLES OF INCORPORATION ARTICLES OF AMENDMENT ARTICLES OF DISSOLUTION
- ANNUAL REPORT TRADEMARK/SERVICE MARK FICTITIOUS NAME
- FOREIGN QUALIFICATION LIMITED PARTNERSHIP LIMITED LIABILITY
- REINSTATEMENT MERGER WITHDRAWAL
- CERTIFICATE OF CANCELLATION
- OTHER:

STATE FEES PREPAID WITH CHECK# _____ FOR \$ 25.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ **COST LIMIT: \$ _____**

PLEASE RETURN:

- CERTIFIED COPY CERTIFICATE OF GOOD STANDING PLAIN STAMPED COPY
- CERTIFICATE OF STATUS

Examiner's Initials

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TALLAHASSEE, FLORIDA

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

MOUNT SINAI MEDICAL COMPLEX, LLC

MOUNT SINAI MEDICAL COMPLEX, LLC, a Florida limited liability company (the "Limited Liability Company"), filed its Articles of Organization with the Florida Secretary of State on January 25, 2005 and assigned document number L05000007896 (the "Articles"). The Limited Liability Company, through the action of all of its members, hereby amends its Articles of Organization for the purposes set forth below in accordance with Florida Statutes.

1. The following amendments to the Articles were adopted by the Limited Liability Company:

(i) Article II of the Articles is hereby deleted in its entirety and replaced with the following:

The street address of the principal office of the Limited Liability Company is:

839 North Jefferson Street
Milwaukee, Wisconsin 53202

The mailing address of the Limited Liability Company is:

839 North Jefferson Street
Milwaukee, Wisconsin 53202

(ii) Article III of the Articles is hereby deleted in its entirety and replaced with the following:

The purpose for which this Limited Liability Company is organized is (a) acquiring, owning, holding, improving, developing, redeveloping, operating, managing, leasing, maintaining, financing, refinancing, mortgaging, disposing of and otherwise dealing with and/or selling property of or related to the a 100,000 +/- square foot medical office building and a 500 stall parking garage on certain the real property located in Miami Beach, Miami-Dade County, Florida, and to hold the same for investment purposes, to sell any interest therein at such time and upon such terms as the members of this Limited Liability Company may deem suitable in their discretion subject to and consistent with the terms of this Limited Liability Company's operating agreement ("Operating Agreement"), and to engage in any and all general business activities related or incident thereto consistent with the terms of the Operating Agreement and (ii) engaging in any lawful act or activity permitted to a limited liability company under the laws of Florida that is incident, necessary or appropriate to the foregoing. Subject to the

provisions of the Operating Agreement, the Company shall have the power to engage in any and all acts in furtherance of, or incidental or appurtenant to, such purposes.

- (iii) Article V of the Articles is deleted in its entirety and replaced with the following:

The name and address of the managing member ("Managing Member") is:

Landmark Healthcare Properties Fund, LLC
839 North Jefferson Street
Milwaukee, Wisconsin 53202

- (iv) The following are hereby added to the Articles as new Article VI and Article VII:

ARTICLE VI

These Articles may be altered, amended or repealed by the members of the Company only in accordance with the terms of the Operating Agreement.

ARTICLE VII

I. Notwithstanding any other provisions of the Operating Agreement, the Articles or any provision of law that would so empower the Limited Liability Company, the Limited Liability Company shall not during the term of the Ground Lease (as defined in the Operating Agreement):

(a) Engage in any business or activity except as permitted in Article III above; cause Limited Liability Company to engage in, or consent to Limited Liability Company engaging in, any business activity not expressly permitted by its organizational documents; or engage in transactions with an affiliate except on an arm's length basis and on commercially reasonable terms;

(b) Dissolve or liquidate, in whole or in part, consolidate or merge with or into any other business entity, or convey, sell or transfer all or substantially all of its properties and assets to any entity, except as expressly permitted in the documents executed in connection with the Mortgage Loan (as defined in the Operating Agreement);

(c) Incur any indebtedness other than the Mortgage Loan and trade payables incurred in the ordinary course of business with trade creditors and in amounts as are normal and reasonable under the circumstances, except as permitted in the documents executed in connection with the Mortgage Loan; or

(d) Create, or cause or consent that Limited Liability Company create, any subsidiaries.

II. During the term of the Ground Lease, the Managing Member shall ensure that the Limited Liability Company shall:

- (a) maintain books and records separate from any other person or entity;
- (b) maintain its accounts separate from any other person or entity;
- (c) not commingle its assets with those of any other entity;
- (d) conduct its own business in its own name;
- (e) maintain separate financial statements for the Limited Liability Company in accordance with GAAP (as defined in the Operating Agreement);
- (f) pay its own liabilities out of its own funds;
- (g) observe all limited liability company formalities;
- (h) maintain an arm's length relationship with its Affiliates (as defined in the Operating Agreement);
- (i) pay the salaries of its own employees and maintain a sufficient number of employees in light of contemplated business operations;
- (j) not guarantee or become obligated for the debts of any other entity or hold its credit as being available to satisfy the obligation of others;
- (k) not acquire obligations or securities of Affiliates or members;
- (l) allocate fairly and reasonably any overhead for shared office space;
- (m) use separate stationery, invoices and checks;
- (n) not pledge its assets for the benefit of any other entity or make any loans or advances to any entity except for a Mortgage Loan;
- (o) hold itself out as a separate entity; and
- (p) correct any known misunderstanding regarding its separate identity.

2. This Amendment to the Articles of the Limited Liability Company shall be effective as of the date of filing.

3. All of the provisions of the Articles not amended herein are hereby ratified, confirmed and shall remain unchanged.

By: Nicholas F. Checota
Nicholas F. Checota,
Authorized Representative of a Member