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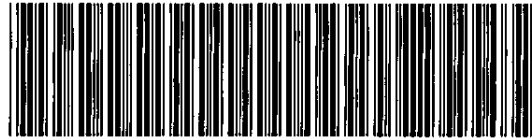
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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 766031 7539444

AUTHORIZATION

COST LIMIT \$ 55.00

FILED  
07 FEB 20 PM 1:04  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

ORDER DATE : February 20, 2007

ORDER TIME : 9:22 AM

ORDER NO. : 766031-005

CUSTOMER NO: 7539444

DOMESTIC AMENDMENT FILING

NAME: SUTTON PROPERTIES OF BREVARD,  
LC

XXX ARTICLES OF AMENDMENT

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Kimberly Moret -- EXT# 2949

EXAMINER'S INITIALS: \_\_\_\_\_

**FIRST AMENDMENT TO THE AMENDED AND RESTATED ARTICLES OF  
ORGANIZATION  
OF  
SUTTON PROPERTIES OF BREVARD, LC**

The undersigned persons hereby adopt this First Amendment to the Amended and Restated Articles of Organization in order to further amend the Amended and Restated Articles of Organization of Sutton Properties of Brevard, LC which are executed and being filed in accordance with Chapter 608.411 Florida Statutes.

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07 FEB 20 PM 1:04  
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TALLAHASSEE, FLORIDA

**ARTICLE I – NAME**

The name of this limited liability company is Sutton Properties of Brevard, LC.

**ARTICLE II- FORMATION**

The Articles of Organization for Sutton Properties of Brevard, LC was filed on December 16, 2005 under Document number L05000120846 and amended by Articles of Amendment to Articles of Organization filed on February 16, 2006, and subsequently amended by the Amended and Restated Articles of Organization filed February 2, 2007.

The Amended and Restated Articles of Organization filed February 2, 2007 are further amended as follows.

1. Article VI, LIMITATIONS is amended to read as follows:

- a. The initial Paragraph is deleted in its entirety and is amended to read:

Notwithstanding any other provision of these Amended and Restated Articles and any provision of law that otherwise empowers the Company and so long as any obligations secured by a first priority mortgage, deed of trust or deed to secure debt incurred in connection with any financing of the Property (a "Security Instrument") remain outstanding and not discharged in full, the Company shall not, without the consent of the Manager, do any of the following:

- b. Subparagraph (ii) is deleted in its entirety and amended to read

(ii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than obligations secured by the Security Instrument, except: (a)unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Property in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due or within 60 days of the date incurred, whichever is earlier, and provided in any event the

outstanding principal balance of such debt shall not exceed at any one time one percent (1%) of the outstanding obligations secured by the Security Instrument, and (b) the debt evidenced by that certain Promissory Note, dated February 13, 2007, in the original principal amount of \$2,644,776.88 made by the Borrower in favor of Sutton Properties, LLP, a Florida limited liability partnership

(c) The following provisions is added to the end of Article VI:

Notwithstanding anything to the contrary contained herein, so long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the LLC shall not without the written unanimous consent of its Members, take the action set forth in item (v).

Article VII- SEPARATENESS/OPERATIONS MATTERS is amended to read as follows:

a. Subparagraph (d) is deleted in its entirety and amended to read:

(d) commingle its assets with the assets of any member, principal or affiliate of the Company, or of any other person or entity.

b. Subparagraph (e) is deleted in its entirety and amended to read:

(e) allow any person or entity to pay its debts and liabilities (except for a Guarantor or Indemnitor (as defined in the Security Instrument)) or fail to pay its debts and liabilities solely from its own assets when the same shall become due;

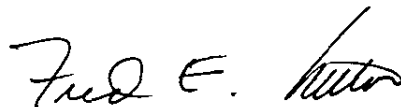
c. Subparagraph (g) is deleted in its entirety and amended to read:

(g) enter into any contract or agreement with any member, principal or affiliate of the Company or any guarantor of all or a portion of the obligations secured by the Security Instrument or any partner, member, principal or affiliate thereof, except upon terms and conditions that are acceptable to Lender and intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any member, principal or affiliate of the Company, as the case may be, or any guarantor or any partner, member, principal or affiliate thereof;

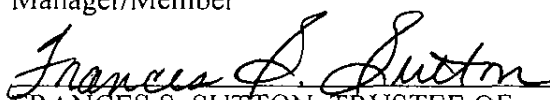
d. Subparagraph (k) is deleted in its entirety and amended to read:

(k) fail to file its own tax returns;

IN WITNESS WHEREOF, We have signed this First Amendment to the Amended and Restated Articles of Organization and acknowledged them to be our act this the 19 day of February, 2007.



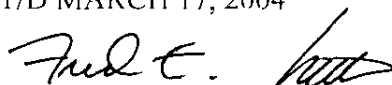
FRED E. SUTTON  
Manager/Member



FRANCES S. SUTTON, TRUSTEE OF  
THE HAROLD S. SUTTON REVOCABLE  
TRUST UTD MARCH 17, 2004



LORI S. BRIDGES, TRUSTEE OF THE  
HAROLD S. SUTTON REVOCABLE TRUST  
U/T/D MARCH 17, 2004

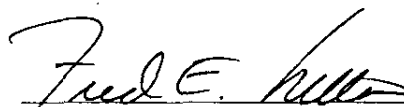


FRED E. SUTTON, CO-TRUSTEE OF  
DIANNE B. SUTTON TRUST  
ESTABLISHED UNDER DIANNE B.  
SUTTON WILL DATED OCTOBER 22, 2003



FRED C. SUTTON, CO-TRUSTEE OF  
DIANNE B. SUTTON TRUST  
ESTABLISHED UNDER DIANNE B.  
SUTTON WILL DATED OCTOBER 22, 2003

In accordance with Section 608.408(3) Florida Statutes, the execution of this Affidavit constitutes an affirmation under the penalties of perjury that the facts herein stated are true.



FRED E. SUTTON  
Manager/Member