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J. BRYAN

DEC 22 2009

EXAMINER

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION OF
PRINCE OF COOPER CITY, LLC

The following amendments to the articles of organization were adopted by the limited liability company:

FIRST: Article IV - Management

The Limited Liability Company to be managed by the members and the name(s) and address(es) of the managing member(s) is/are:

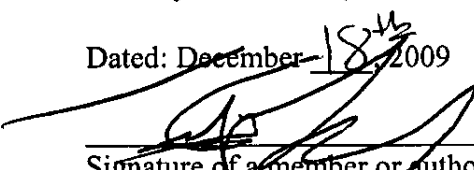
NTA INVESTMENTS, INC., a Florida corporation
17395 N. Bay Road, #108
Sunny Isles Beach, FL 33160

SECOND: Article VII - SPE Provisions

1. The purpose for which this Company is organized is limited solely to:
 - a. Owning, holding, selling, leasing, transferring, exchanging, operating and managing the premises located at 8631-8859 Stirling Rd., Cooper City, FL 33328 (the "Project");
 - b. Entering into a Note and Mortgage and Assumption Agreement (the "Assumption Agreement") with Wells Fargo Bank, N.A., as Trustee for the Registered Holders of Merrill Lynch Mortgage Trust 2005-LC1, Commercial Mortgage Pass-Through Certificates, Series 2005-LC1, (the "Trust," together with its successors and/or assigns, "Lender");
 - c. Refinancing the Project in connection with a permitted repayment of that certain loan in the original principal sum of \$13,100,000.00 (the "Loan") currently held by the Trust; and
 - d. Transacting any and all lawful business for which a limited liability company may be organized under Florida state law that is incident, necessary and appropriate to accomplish the foregoing. Management

Notwithstanding anything to the contrary contained in the Articles of Organization or in any other organizational document, the provisions in the Article VII cannot be modified or amended without the prior written consent of Lender so long as the Loan remains outstanding and the Security Instrument (as defined in the Assumption Agreement) is not released of record.

Dated: December 18th, 2009



Signature of a member or authorized representative of a member
Jeffrey Feinberg

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