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**LLC AMND/RESTATE/CORRECT OR M/MG RESIGN
OROT FLAGLER LLC**

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EXAMINER

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ARTICLES OF AMENDMENT
TO ARTICLES OF ORGANIZATION OF
OROT FLAGLER LLC, A FLORIDA LIMITED LIABILITY COMPANY

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The Articles of Organization for Orot Flagler LLC, a Florida Limited Liability Company were filed on June 17, 2010, and assigned Florida document number L10000064760.

This Amendment is submitted to amend the following:

- 1. Article III, Purpose, is hereby amended to REMOVE the following: "Any and all lawful business" and ADD the following:

In addition to the powers authorized by the laws of the State of Florida for limited liability companies, the purpose of the Limited Liability Company (the "Company") shall be as follows: (i) acquire and operate the properties located at 9250 W. Flagler Street Miami, Florida and 195 SW 92nd Avenue Miami, Florida as further described in the Operating Agreement of the Company (collectively, the "Property") and conduct any activities incidental thereto; and (ii) to have, in furtherance of the corporate purposes, all of the powers conferred upon limited liability companies organized in the State of Florida, subject to any limitations thereof contained in the Articles of Organization, in Chapter 608 of the Florida Statutes, or any laws of the State of Florida. Notwithstanding anything to the contrary provided in this Agreement, the Company shall not:

- (a) Engage in any business or activity other than the ownership, operation and maintenance of the Property, and activities incidental thereto;

- (b) Acquire or own any material assets other than the Property and such incidental personal property as may be necessary for the operation of the Property;

- (c) Merge into or consolidate with any person or entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without, in each case, obtaining Sabadell United Bank's (the "Bank") prior consent, which consent may be withheld or delayed in Bank's sole and absolute discretion;

- (d) Fail to preserve its existence as an entity duly organized, validly existing and in good standing under the laws of the State of Florida;

- (e) Without the prior consent of Bank, amend, modify, terminate or fail to comply with the provisions of its articles of organization and operating agreement;

- (f) Own any subsidiary or make any investment in any person or entity;

- (g) Commingle its assets with the assets of any of its directors, officers, shareholders, members, affiliates, principals or of any other person or entity;

- (h) Incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation or entering into any equipment lease) other than the loan with Sabadell

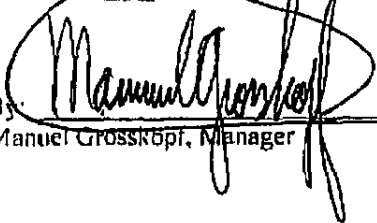
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United Bank, except unsecured trade debt incurred in the ordinary course of its business of owning and operating the Property;

- (i) Become insolvent or fail to pay its debts and liabilities from its assets as the same shall become due;
- (j) Fail to maintain its records, books of account and bank accounts separate and apart from those of any affiliate or any other person or entity;
- (k) Enter into any contract or agreement with any affiliate, except upon terms intrinsically fair and substantially similar to those available on an arms-length basis with third parties;
- (l) Seek its dissolution or winding up in whole or in part;
- (m) Maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate;
- (n) Hold itself out to be responsible for the debts of another person;
- (o) Make any loans or advances to any third party, including any affiliate;
- (p) Fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name; or
- (q) Fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operation.

Dated this 25 day of April, 2011.

By: 
 Manuel Grosskopf, Manager

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