



THE UNITED STATES
CORPORATION
COMPANY

L58142

ACCOUNT NO. : 072100000032

REFERENCE : 398258 4311473

AUTHORIZATION :

COST LIMIT :

Patricia Pyzdek
\$ 87.50

ORDER DATE : May 20, 1997

ORDER TIME : 11:01 AM

ORDER NO. : 398258-005

CUSTOMER NO: 4311473

CUSTOMER: Marcia Cox, Legal Assistant
Stearns Weaver Miller Weissler 900002185249--7
Museum Tower, Suite 2200
150 West Flagler Street
Miami, FL 33130

DOMESTIC AMENDMENT FILING

NAME: SUNSET INTERNATIONAL WEST,
INC.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Michael E. Klunk

EXAMINER'S INITIALS:

Handwritten signatures and initials

97 MAY 20 PM 2:29
STATE
SECRETARY OF FLORIDA
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

May 20, 1997

CSC
MICHAEL E. KLUNK
TALLAHASSEE, FL

SUBJECT: SUNSET INTERNATIONAL WEST, INC.
Ref. Number: L58142

We have received your document for SUNSET INTERNATIONAL WEST, INC. and the authorization to debit your account in the amount of \$87.50. However, the document has not been filed and is being returned for the following:

The date of adoption of each amendment must be included in the document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6880.

Karen Gibson
Corporate Specialist

Letter Number: 097A00027129

RESUBMIT
Please give original
submission date as file date

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
SUNSET INTERNATIONAL WEST, INC.**

97 MAY 20 PM 2:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The Articles of Incorporation of SUNSET INTERNATIONAL WEST, INC. a Florida corporation (the "Corporation"), as amended, are hereby amended pursuant to the provisions of Section 607.1006 of the Florida Business Corporation Act as follows:

1. Article II shall be deleted in its entirety and amended to read as follows:

ARTICLE II

PURPOSE

(a) The purpose for which the Corporation is organized is limited to (i) acquiring, owning and holding a general partnership interest in Sunset International West, Ltd., a Florida limited partnership (the "Partnership"), pursuant to the terms and conditions of the Amended and Restated Limited Partnership Agreement of Sunset International West, Ltd., dated April 3, 1990, as amended by the First Amendment to Amended and Restated Limited Partnership Agreement of Sunset International West, Ltd., dated MAY 15, 1997, as may be further amended from time to time (the "Partnership Agreement"), (ii) operating, using and managing, in its capacity as general partner of the Partnership, that certain real property owned by the Partnership commonly known as Sunset International Center, located at 7000 S.W. 97th Avenue, Miami, Florida 33173 (the "Property"), (iii) entering into and performing its required obligations on behalf of the Partnership under the promissory note (the "Promissory Note") owing by the Partnership to Lehman Brothers Holdings Inc., a Delaware corporation (the "Lender"), as the same may be amended from time to time, issued in connection with the refinancing of the Property and the mortgage, security agreement and assignment of leases and rents or any other documents delivered as security for the Promissory Note (the "Mortgage") and any related collateral documents (collectively, the "Loan Documents"), and (iv) transacting any and all lawful business that is incident and necessary or appropriate to the ownership of a general partnership interest in the Partnership and to the management of the Property for which a corporation may be incorporated under the laws of the State of Florida, subject to the limitations set forth in these Articles of Incorporation, as amended.

(b) Except as otherwise contemplated or permitted by the Loan Documents, so long as the Property is subject to the lien of the Mortgage, the Corporation shall, and shall cause the Partnership to (i) observe all corporate or partnership formalities, as applicable, including the maintenance of current minute books, (ii) maintain its own separate and distinct books of account and corporate records, (iii) maintain its accounts separate from any other person or entity, (iv) pay all its liabilities out of its own funds, (v) in all dealings with the public, identify itself, and conduct its own business, under its own name and as a separate and distinct entity and correct any misunderstanding known by the Corporation regarding its separate identity, (vi) cause its financial statements to be prepared in a manner that indicates the separate existence of the Corporation and its assets and liabilities, (vii) maintain an arm's length relationship with its affiliates, (viii) pay the salaries of its employees and maintain adequate capital and a sufficient number of employees in light of the Corporation's contemplated activities and operations, (ix) allocate fairly and reasonably any overhead for shared office space, (x) use separate stationary, invoices and checks, and (xi) maintain adequate capital in light of its contemplated business operations.

(c) Except as otherwise contemplated or permitted by the Loan Documents, until the Property is no longer subject to the lien of the Mortgage, the Corporation shall not, and shall not permit the Partnership to, without the prior written consent of the Lender given in its sole discretion, (i) commingle its assets with those of, or pledge its assets for the benefit of, any other person, which shall not be deemed to prohibit or otherwise limit any distributions from the Corporation to its shareholders, (ii) assume, guarantee or become obligated, or hold out its credit as being available to satisfy, the liabilities of any other person other than the Partnership, (iii) acquire obligations or securities of any shareholder of the Corporation, partner in the Partnership or any other affiliate, other than those obligations of the Partnership as and when permitted under the Partnership Agreement, (iv) make loans or advances to any entity other than the Partnership as and when permitted under the Partnership Agreement, (v) incur indebtedness other than in the Corporation's capacity as general partner of the Partnership as permitted in the Partnership Agreement, (vi) pledge its assets for the benefit of any other entity, other than the Partnership, as and when permitted under the Partnership Agreement, (vii) amend, alter, change, repeal or adopt any resolution setting forth a proposed amendment to any provision of these Articles of Incorporation or cause any provision of the Partnership Agreement to be amended, altered, changed or repealed, (viii) dissolve or liquidate, in whole or in part, consolidate or merge with or into any other entity or convey, sell or transfer its properties and assets substantially as an entirety to any entity, or cause the Partnership to dissolve, wind up or liquidate, in whole or in part, or cause the Partnership to consolidate or merge with or into any other entity, or cause the Partnership to convey, sell or transfer its properties and assets substantially as an entirety to any entity, (ix) engage in any business or activity other than as set forth in these Articles of Incorporation or cause the Partnership to engage

in any business or activity other than as set forth in the Partnership Agreement, or (x) file, or cause the Partnership to file, a voluntary petition or otherwise initiate or consent to, or cause the Partnership to initiate or consent to, proceedings for the Corporation or the Partnership to be adjudicated insolvent or seeking an order for relief as a debtor under the United States Bankruptcy Code, as amended (11 U.S.C. §§ 101 et seq.) (the "Bankruptcy Code"), or file, or cause the Partnership to file, any petition, or consent to or cause the Partnership to consent to, any petition seeking any composition, reorganization, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy laws or any other present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency or other relief for debtors; or seek or consent to, or cause the Partnership to seek or consent to, the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Corporation or the Partnership or of all or any substantial part of the properties and assets of the Corporation or the Partnership, or make, or cause the Partnership to make, any general assignment for the benefit of creditors, or admit in writing, or cause the Partnership to admit in writing, its inability to pay its respective debts generally as they become due, or declare or effect, or cause the Partnership to declare or effect, a moratorium on its debt or take any corporate action, or cause the Partnership to take any partnership action, in furtherance of any such action.

(d) Until the Property is no longer subject to the lien of the Mortgage, the Corporation's directors shall consider the interests of the Corporation's creditors in connection with all corporate actions.

2. Article VIII shall be deleted in its entirety and amended to read as follows:

**ARTICLE VIII
AMENDMENTS TO
ARTICLES OF INCORPORATION
AND BY-LAWS**

The right to amend or repeal any provisions contained in these Articles of Incorporation or any amendments hereto is expressly reserved by the Corporation and any right conferred upon the shareholders is subject to this reservation. Until the property is no longer subject to the lien of the Mortgage, the Corporation shall not amend these Articles of Incorporation without the prior written consent of the Lender. Subject to the restriction contained in the foregoing sentence, the shareholders shall have the power to adopt, amend, alter, change or repeal the Articles of Incorporation when duly proposed and approved by the holders of not less than a majority of the outstanding common stock. The power to adopt, alter, amend or repeal By-Laws shall be vested in the Board of Directors and the shareholders of this Corporation as provided in the By-Laws.

The undersigned hereby certifies that the foregoing Articles of Amendment to the Articles of Incorporation of the Corporation were duly adopted and approved by the Board of Directors of the Corporation, and unanimously approved by holders of the Corporation's Common Stock. The number of votes cast for the amendment by the shareholders was sufficient for approval. The foregoing amendment was adopted by the Board of Directors on May 8, 1997.

SUNSET INTERNATIONAL WEST, INC.

By: 

Name: LAZARO MILTON

Its: President

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