

P000000004887

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

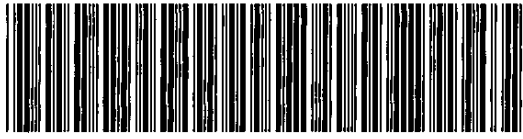
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

Amend
@ 9.27.07



400109194354

09/12/07--01032--021 **35.00

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
07 SEP 26 PM 1:19



FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 18, 2007

CARLOS A. GIL, P.A.
% SUSETTE LUDENA
3910 W FLAGLER ST., STE. 100
MIAMI, FL 33134

SUBJECT: SACRED FAMILY INVESTMENTS, INC.
Ref. Number: P00000004887

We have received your document for SACRED FAMILY INVESTMENTS, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

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

The amendment must be adopted in one of the following manners:

(1) If an amendment was approved by the shareholders, one of the following statements must be contained in the document.

(a) A statement that the number of votes cast for the amendment by the shareholders was sufficient for approval, -or-

(b) If more than one voting group was entitled to vote on the amendment, a statement designating each voting group entitled to vote separately on the amendment and a statement that the number of votes cast for the amendment by the shareholders in each voting group was sufficient for approval by that voting group.

(2) If an amendment was adopted by the incorporators or board of directors without shareholder action.

(a) A statement that the amendment was adopted by either the incorporators or board of directors and that shareholder action was not required.

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 (850) 245-6964.

Irene Albritton
Document Specialist

Letter Number: 907A00054922

LAW OFFICES
CARLOS A. GIL, P.A.
3910 WEST FLAGLER STREET
SUITE 100
MIAMI, FLORIDA 33134

CARLOS A. GIL
HENRY M. GAMBOA

TELEPHONE (305) 443-2525
FAX (305) 443-2728

September 25, 2007

Department of State
Division of Corporation
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

RE: Sacred Family Investments, Inc
Ref. Number: P0000004887

To Whom It May Concern:

Enclosed herein please find the amendment for the above referenced corporation along with the requested missing information. Please note that the check for thirty-five dollars (\$35.00) that we previously submitted was not returned to us.

Should you need anything further, please feel free to contact our office at anytime.

Sincerely,

CARLOS A. GIL, P.A.

Susette Ludena
Legal Assistant

CAG/sl
Encl.

RECEIVED
2007 SEP 26 AM 8:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

07 SEP 26 PM 1: 19

FIRST AMENDMENT TO ARTICLES OF INCORPORATION OF
SACRED FAMILY INVESTMENTS, INC.

Amendment (the "Amendment") to Articles of Incorporation for Sacred Family Investments, Inc., a Florida Corporation filed in the State of Florida as Document No. P0000000488.

The undersigned, being all the members of the Board of Directors of the above named corporation (the "Corporation"), hereby adopt and agree to this Amendment.

1. This Amendment is effective as of September 10, 2007, which is made in conjunction with that certain loan from Principal Life Insurance Company (together with its successors and assigns, the "Lender") to the Corporation (the "Effective Date").
2. The Certificate of Incorporation is hereby modified and amended to add the following provisions:

A. Purpose

The nature of the business and of the purposes to be conducted and promoted by the Corporation is to engage solely in the following activities:

- (i) To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with those certain parcels of real property, together with all improvements located at 10720-10834 NW 58 Street, Miami, Florida 33178 (the "Premises"), including, but not limited to, borrow up to \$13,400,000.00 (the "Loan Amount") from Principal Life Insurance Company (together with its successors and assigns, the "Lender"), to be evidenced by a secured promissory note, whereby the corporation promises to pay to Lender the Loan Amount together with all accrued and unpaid interest thereon and all other obligations and liabilities due or to become due to Lender pursuant to the documents, instruments and agreements executed and delivered in connection with such loan (collectively, the "Loan Documents") and all other amounts, sums and expenses paid by or payable to Lender pursuant to all such documents (collectively, the "Indebtedness").
- (ii) To exercise all corporate powers enumerated in the general corporation law of the State of Florida necessary or convenient to

the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

- (iii) Notwithstanding anything to the contrary set forth in subparagraphs (i) and (ii) above, until the Indebtedness is paid in full, the corporation will continue to (a) be organized solely for the purpose of owning the Premises, (b) not engage in any business unrelated to the ownership of the Premises, (c) not have any assets other than those related to the Premises.

B. Certain Prohibited Activities

Notwithstanding anything contained herein to the contrary, until the Indebtedness is paid in full, the corporation: (i) will not amend this certificate of incorporation or the corporation's bylaws without first obtaining approval of the Lender; (ii) will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation or merger, and, except as otherwise expressly permitted by the Loan Documents, will not engage in, seek or consent to any asset sale or transfer of shareholder interests; (iii) without the unanimous consent of all of the directors, will not with respect to itself or, if applicable, to any other corporation, limited partnership, general partnership, limited liability company, or trust (each, an "Entity") in which it has a direct or indirect legal or beneficial ownership interest (a) file a bankruptcy, insolvency or reorganization petition or otherwise institute insolvency proceedings or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally; (b) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for such Entity or all or any portion of such Entity's properties; (c) make any assignment for the benefit of such Entity's creditors; or (d) take any action that might cause such Entity to become insolvent, (iv) will have no indebtedness other than the Indebtedness and commercially reasonable unsecured trade payables in the ordinary course of business relating to the ownership and operation of the Premises which are paid within sixty (60) days of the date incurred, (v) will not assume or guarantee or become obligated for the debts of any other person or Entity or hold out its credit as being available to satisfy the obligations of any other person or Entity, except for the Indebtedness, (vi) will not pledge its assets for the benefit of any other person or Entity, and (vii) will not make loans to any person or Entity.

C. Indemnification

Notwithstanding anything contained herein to the contrary, any indemnification of the corporation's directors and officers shall be fully subordinated to any obligations respecting the Premises (including, without limitation, the mortgage [it being agreed that the term "mortgage" shall be construed to mean "mortgage" or "deed of trust" or "deed to secure debt" or "trust deed" as the context so requires] securing the Indebtedness) and such indemnification shall not constitute

a claim against the corporation in the event that cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations.

D. Separateness Covenants

Notwithstanding anything contained herein to the contrary, in order to preserve and ensure its separate and distinct corporate identity, the corporation, until the Indebtedness is paid in full (i) will not fail to correct any known misunderstanding regarding the separate identity of such Entity, (ii) will maintain its accounts, books and records separate from any other person or Entity, (iii) will maintain its books, records, resolutions and agreements as official records, (iv) will not commingle its funds or assets with those of any other person or Entity, (v) will hold its assets in its own name, (vi) will conduct its business in its name, (vii) will maintain its financial statements, accounting records and other Entity documents separate from any other person or Entity, (viii) will pay its own liabilities out of its own funds and assets, (ix) will observe all corporate formalities, (x) will maintain an arms-length relationship with any person or Entity directly or indirectly controlling, controlled by, or under common control with the corporation or any person or Entity owning a material interest in the corporation, either directly or indirectly (collectively, the "Affiliates"), (xi) will not acquire obligations or securities of its beneficial owners or shareholders, (xii) will allocate fairly and reasonably shared expenses, including, without limitation, shared office space and uses separate stationery, invoices and checks, (xiii) will hold itself out and identify itself as a separate and distinct Entity under its own name and not as a division or part of any other person or Entity, (xiv) will not identify its shareholders or any Affiliates as a division or part of it, (xv) will not enter into or be a party to, any transaction with its shareholders or its Affiliates except in the ordinary course of its business and on terms which are intrinsically fair and are no less favorable to it than would be obtained in a comparable arms-length transaction with an unrelated third party, (xvi) will pay the salaries of its own employees from its own funds, and (xvii) will maintain adequate capital in light of its contemplated business operations.

3. The terms and conditions of this Amendment shall amend, supersede, replace, govern and control over any conflicting or inconsistent terms and conditions in the Certificate of Incorporation, but except as modified in this Amendment, all other terms and conditions of the Certificate of Incorporation shall remain unmodified and in full force and effect and are hereby ratified and reaffirmed by each of the undersigned directors. Unless otherwise defined in this Amendment, all capitalized terms shall have the same meanings as provided in the Certificate of Incorporation.
4. This Amendment may be executed in counterparts, each of which shall be deemed an original; and such counterparts when taken together shall constitute but one agreement.

FROM :

FAX NO. : 3054432728

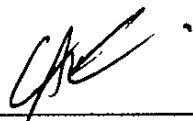
Apr. 11 2007 12:14PM P2

5. The amendments(s) was/were adopted by the board of directors without
shareholder action and shareholder action was not required.
6. The adoption date is September 10, 2007.

ONLY SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the undersigned directors have caused this Amendment to be duly executed and delivered as of the Effective Date.

SACRED FAMILY INVESTMENTS, INC.,
A Florida Corporation



Calogero Alaimo, as President of SACRED
FAMILY INVESTMENTS, INC