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5/23/01

Department of State
Division of Corporations
P.O. box 6327
Tallahassee, FL 32314

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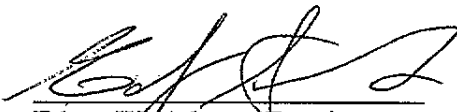
RE: Articles of Amendment for BRATT INVESTMENT GROUP, INC.

To Whom It May Concern:

Enclosed are an original and one (1) copy of the Articles of Amendment and a check for \$35.00.

Please return a Certified Copy to the undersigned at the above address.

Sincerely,


Edgar W. Adams, Esquire

Enclosure

FILED
01 MAY 29 AM 9 11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amend

T. LEWIS JUN 5 2001

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
BRATT INVESTMENT GROUP, INC.

FILED
01 MAY 29 AM 9:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:

FIRST: Amendments adopted: The Shareholders have approved the following amendments to Article X:

1. The purpose of the Corporation (the "Company") is limited solely to (i) owning, holding, selling, leasing, transferring, exchanging, operating and managing the real property located at Oak Clusters West Apartments, 5453 Oak Clusters Terrace, Orlando, Florida 32808 and particularly described on Exhibit A (the "Property"), (ii) obtain a loan (the "First Mortgage Loan") from USB Warburg Real Estate Investments, Inc. (the "Lender"), which First Mortgage Loan shall be secured by a first priority mortgage/deed of trust upon the Property (the "Mortgage"), and (iii) transacting any and all lawful business that is incident, necessary and appropriate to accomplish the foregoing.
2. Notwithstanding any other provision of the Agreement to the contrary, so long as the First Mortgage Loan is outstanding, the Company may not, without the prior written consent of the Lender, do any of the following:
 - (a) engage in any business or activity other than those set forth in Paragraph 1 of this Agreement; or
 - (b) incur any indebtedness or assume or guaranty any indebtedness other than the First Mortgage Loan and unsecured trade debt incurred in the ordinary course of business, which is payable within thirty (30) days of when incurred.
 - (c) Amend or cause to be amended this Agreement with respect to changing the sole purpose of the Company or the separateness covenants in Paragraph 1 and this Paragraph 2.

SECOND: The date of this amendment's adoption: May 22, 2001.

THIRD: The Amendment was approved by the shareholders. The number of votes cast for the amendment was sufficient for approval.

Signed this 15th day of May 2001.

By Carolina Bratt
Maria Carolina Bratt – President/Shareholder