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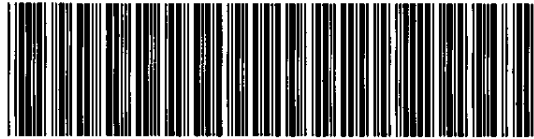
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*Amended &
Restated*

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

*FILE
5/22/06*

FILED
06 MAY 22 PM 3:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

X02250, 00579, 00672



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 121518 5030952

AUTHORIZATION :

COST LIMIT

[Handwritten signature]
\$45.75

ORDER DATE : May 19, 2006

ORDER TIME : 9:12 AM

ORDER NO. : 121518-005

CUSTOMER NO: 5030952

DOMESTIC AMENDMENT FILING

NAME: RIVIERA CLUB, INC.

EFFECTIVE DATE:

XX RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Joyce Markley -- EXT# 2930

EXAMINER'S INITIALS: _____

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DIVISION OF CORPORATIONS
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FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 22, 2006

CSC
Atten: Joyce Markley
1201 Hays Street
Tallahassee, FL

SUBJECT: RIVIERA CLUB, INC.
Ref. Number: P95000007961

RESUBMIT

Please give original
submission date as the date

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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We have received your document for RIVIERA CLUB, INC. and the authorization to debit your account in the amount of \$43.75. However, the document has not been filed and is being returned for the following:

A certificate must accompany the Restated Articles of Incorporation setting forth either of the following statements: (1) The restatement was adopted by the board of directors and does not contain any amendment requiring shareholder approval. OR (2) If the restatement contains an amendment requiring shareholder approval, the date of adoption of the amendment and a statement setting forth the following: (a) the number of votes cast for the amendment by the shareholders was sufficient for approval (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.

If you have any questions concerning the filing of your document, please call (850) 245-6907.

Annette Ramsey
Document Specialist

Letter Number: 906A00035832

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
RIVIERA CLUB, INC.**

FILED
06 MAY 22 PM 3:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned hereby amends and restates the Articles of Incorporation of Riviera Club, Inc. pursuant to Section 607.1007 of the laws of the State of Florida.

These Amended and Restated Articles of Incorporation were approved by the shareholders on May 19, 2006. The number of votes cast for the Amended and Restated Articles of Incorporation by the shareholders were sufficient for approval.

The Amended and Restated Articles of Incorporation shall read as follows:

I

The name of this corporation is Riviera Club, Inc. (the "Corporation").

The address of the principal office of the Corporation shall be 2902 Northwest Banyan Boulevard Circle, Boca Raton, Florida 33431, and the mailing address of the Corporation shall be the same.

II

The purpose of this Corporation is limited solely to (i) being a general partner of Riviera Club MB, Ltd, a Delaware limited partnership (the "Mezzanine Borrower"), (ii) causing the Mezzanine Borrower to enter into the Loan Agreement with **Bear Stearns Commercial Mortgage, Inc.**, a New York corporation (together with its successors and assigns, the "Lender") to obtain a mezzanine loan (the "Mezzanine Loan"), (iii) acting as, and exercising all of the authority of, a general partner of the Mezzanine Borrower, and (iv) engaging in activities incident and/or necessary to the accomplishment of the foregoing.

III

The Corporation's registered agent initial agent for service of process in the State of Florida is:

Eisinger, Brown, Lewis & Frankel, P.A.
Presidential Circle, Suite, 265-S
4000 Hollywood Boulevard
Hollywood, Florida 33021

IV

The Corporation is authorized to issue only one class of shares of stock and the total number of shares which the Corporation is authorized to have outstanding at any one time is 7,500 shares of common stock having \$1.00 par value per share.

V

The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under applicable law.

VI

The Corporation shall not incur indebtedness except insofar as it is liable in its capacity as a general partner, for the indebtedness of Mezzanine Borrower.

VII

The Corporation shall not engage in any dissolution, liquidation, consolidation, merger or sale of substantially all its assets for so long as any amount owing in connection with the Mezzanine Loan is outstanding, and shall not cause the Mezzanine Borrower to do any of the foregoing for as long as the Mezzanine Loan is outstanding.

VIII

No transfer of any direct or indirect ownership interest in the Corporation may be made such that the transferee owns, in the aggregate with the ownership interests of its affiliates and family members in the Corporation, more than a 49% interest in the Corporation unless such transfer is conditioned upon the delivery of an acceptable non-consolidation opinion to the holder of the Mezzanine Loan and to the applicable rating agencies concerning, as applicable, the Mezzanine Borrower, the new transferee and/or their respective owners, and (ii) the Lender consents, or, after the securitization of the Mezzanine Loan, the Lender consents and the applicable rating agencies confirm that the transfer will not result in a qualification, withdrawal or downgrade of any securities rating.

IX

The Corporation shall continue to serve in the capacity of a general partner of Mezzanine Borrower and to own at least a 0.5% interest in the Mezzanine Borrower so long as the Mezzanine Loan is outstanding.

X

The Corporation shall maintain its books, records and bank accounts separate from those of any other person or entity.

XI

The Corporation shall not commingle its assets with those of any other person or entity, and to hold all of its assets in its own name.

XII

The Corporation shall conduct its own business in its own name.

XIII

The Corporation shall maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity, and further, shall not have its assets listed on the financial statements of any other entity.

XIV

The Corporation shall file its tax returns separate from those of any other entity, and further, not file a consolidated federal income tax return with any other entity.

XV

The Corporation shall pay its own liabilities and expenses only out of its own funds.

XVI

The Corporation shall observe all corporate and other organizational formalities.

XVII

Except for capital contributions or capital distributions permitted under the terms and conditions of these Articles, not enter into any transaction with any affiliate except on commercially reasonable terms similar to those available to unaffiliated parties in an arm's-length transaction.

XVIII

The Corporation shall pay the salaries of its own employees from its own funds.

XIX

The Corporation shall maintain a sufficient number of employees in light of its contemplated business operations.

XX

The Corporation shall not guarantee or become obligated for the debts of any other entity or person (except to the extent it is liable for the obligations of Mezzanine Borrower due to its capacity as a general partner thereof).

XXI

The Corporation shall not hold out its credit as being available to satisfy the obligations of any other person or entity (except to the extent it is liable for the obligations of Mezzanine Borrower due to its capacity as a general partner thereof).

XXII

The Corporation shall not acquire the obligations or securities of its affiliates or owners.

XXIII

The Corporation shall not make loans to any other person or entity or buy or hold evidence of indebtedness issued by any other person or entity (except for cash and investment grade securities).

XXIV

The Corporation shall allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of any affiliate.

XXV

The Corporation shall use separate stationery, invoices and checks bearing its own name.

XXVI

The Corporation shall not pledge its assets to secure the obligations of any other person or entity.

XXVII

The Corporation shall hold itself out as a separate entity.

XXVIII

The Corporation shall correct any known misunderstanding regarding its separate identity.

XXIX

The Corporation shall not identify itself as a department or division of any other person or entity.

XXX

The Corporation shall maintain adequate capital in light of its contemplated business operations.

XXXI

The Corporation shall not form, acquire or hold any subsidiaries other than its interest in Mezzanine Borrower.

XXXII

The Corporation shall cause Mezzanine Borrower to comply with the special purpose provisions of its Partnership Agreement.

XXXIII

The Corporation shall not take any of the following actions without the prior unanimous written consent or vote of all duly elected and acting directors of the Corporation ("Board of Directors"), including the Independent Director (as defined below); and the Board of Directors shall not vote on, or authorize the taking of any action set forth in this Article XXXIII, unless there is at least one Independent Director then serving in such capacity:

(A) File or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding on behalf of the Corporation, the Mezzanine Borrower; institute any proceedings under any applicable insolvency law or otherwise seek relief under any laws relating to the relief from debts or the protection of debtors generally on behalf of the Corporation, the Mezzanine Borrower;

(B) Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Corporation or Mezzanine Borrower or a substantial portion of their properties;

(C) Make any assignment for the benefit of creditors of the Corporation or for the Mezzanine Borrower; or

(D) Take any action in furtherance of any of the foregoing, including but not limited to causing the Corporation or the Mezzanine Borrower to take any such actions.

XXXIV

As long as any amount owing in connection with the Mezzanine Loan is outstanding, the Corporation shall at all times have at least one Independent Director. To the fullest extent permitted by law, the Independent Directors shall consider only the interests of the Corporation or Mezzanine Borrower and their creditors in acting or otherwise voting on the matters referred to in Article XXXIII. No resignation or removal of an Independent Director, and no appointment of a

successor Independent Director, shall be effective until such successor shall have accepted his or her appointment as an Independent Director by a written instrument. In the event of a vacancy in the position of Independent Director, the Corporation shall, as soon as practicable, appoint a successor Independent Director. All right, power and authority of the Independent Directors shall be limited to the extent necessary to exercise those rights and perform those duties specifically set forth in this Agreement. In exercising their rights and performing their duties under this Agreement, all Independent Directors shall have a fiduciary duty of loyalty and care. No Independent Director shall at any time serve as trustee in bankruptcy for any Affiliate of the Corporation or the Mezzanine Borrower.

"Independent Director" means a natural person who is not at the time of initial appointment as a director or at any time while serving as a director or manager of the Corporation and has not been at any time during the five (5) years preceding such initial appointment:

- (a) a stockholder, director (with the exception of serving as an Independent Director of the Corporation), officer, trustee, employee, partner, member, attorney or counsel of the Corporation, the Mezzanine Borrower, or any Affiliate of either of them;
- (b) a creditor, customer, supplier, or other person who derives any of its purchases or revenues from its activities with the Corporation, the Mezzanine Borrower or any Affiliate of either of them;
- (c) a Person Controlling or under common Control with any Person excluded from serving as Independent Director under (a) or (b); or
- (d) a member of the immediate family by blood or marriage of any Person excluded from serving as Independent Director under (a) or (b).

As used in this definition, the term "Control" means the possession, directly or indirectly, of the power to Director to cause the direction of management, policies or activities of a Person, whether through ownership of voting securities, by contract or otherwise. The term "Controlling" shall have a correlative meaning.

A natural person who satisfies the foregoing definition other than subparagraph (b) shall not be disqualified from serving as an Independent Director of the Corporation if such individual is an Independent Director provided by a nationally-recognized company that provides professional independent directors (a "Professional Independent Director") and other corporate services in the ordinary course of its business. A natural person who otherwise satisfies the foregoing definition other than subparagraph (a) by reason of being the independent director of a "special purpose entity" affiliated with the Corporation or the Mezzanine Borrower shall not be disqualified from serving as an

Independent Director of the Corporation if such individual is either (i) a Professional Independent Director or (ii) the fees that such individual earns from serving as independent director of affiliates of the Corporation in any given year constitute in the aggregate less than five percent (5%) of such individual's annual income for that year. Notwithstanding the immediately preceding sentence, an Independent Director may not simultaneously serve as Independent Director of the Corporation and independent director of a special purpose entity (other than the Corporation) that owns a direct or indirect equity interest in the Mezzanine Borrower or a direct or indirect interest in any co-borrower with the Mezzanine Borrower.

For purposes of this paragraph, a "special purpose entity" is an entity, whose organizational documents contain restrictions on its activities and impose requirements intended to preserve the Corporation's separateness that are substantially similar to the Special Purpose Provisions of these Articles.

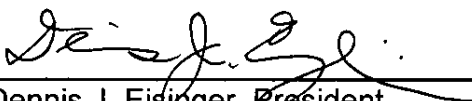
XXXV

To the extent there is any conflict between these Amended and Restated Articles of Incorporation and the Bylaws of the Corporation, the provisions of these Amended and Restated Articles of Incorporation shall control.

XXXVI

For so long as any amount remains outstanding in connection with the Mezzanine Loan, these Articles of Incorporation may not be amended without the consent of the Lender, its successors or assigns, or, after the securitization of the Mezzanine Loan only if the Mezzanine Borrower and Corporation receives (i) confirmation, from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating and (ii) approval of such amendment by the Lender or its successors and assigns.

IN WITNESS WHEREOF, the undersigned agents of the Corporation have hereunto set the hand and seal of Eisinger, Brown, Lewis & Frankel, P.A., on May 19th, 2006.

By: 
Dennis J. Eisinger, President