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AMENDED AND RESTATED ARTICLES OF ORGANIZATION OF
MTN TAMPA ROAD PARTNERS, LLC
a Florida limited liability company

(Filed in accordance with 608.411, F.S.)

The undersigned sole manager hereby adopts the following Amended and Restated Articles of Organization pursuant to the provisions of the Florida Limited Liability Company Act (the "Act"). These Amended and Restated Articles hereby amends and restates entirely the Articles of Organization for MTN Tampa Road Partners, LLC, a Florida limited liability company which were filed with the Florida Secretary of State on July 5, 2001, as file number L01000010838. The Amended and Restated Articles of Organization for MTN Tampa Road Partners, LLC, a Florida limited liability company are as follows:

ARTICLE I
NAME OF COMPANY/PRINCIPAL OFFICE; ADOPTION

The name of the limited liability Company is **MTN TAMPA ROAD PARTNERS, LLC**, a Florida Limited Liability Company (the "Company"). The address of the Company's principal office is as follows: The Kress Building, Suite 202, 475 Central Avenue, St. Petersburg, Florida 33701. The mailing address of the Company is as follows: The Kress Building, Suite 202, 475 Central Avenue, St. Petersburg, Florida 33701.

ARTICLE II
PERIOD OF DURATION

The Company shall terminate on December 31, 2065, unless otherwise extended or terminated by an amendment to these Articles of Organization.

ARTICLE III
REGISTERED OFFICE AND AGENT

The name and address of the Company's initial registered agent in the State of Florida is as follows: Ernest L. Mascara, The Kress Building, Suite 202, 475 Central Avenue, St. Petersburg, Florida 33701.

ARTICLE IV
REQUIREMENTS FOR ADMISSION OF
ADDITIONAL MEMBERS

Additional persons may be admitted to the Company as members and membership interests may be created and issued to these persons upon the approval of holders of a majority in interest of the remaining members entitled to vote.

ARTICLE V
AUTHORIZATION OF COMMON UNITS

The maximum number of Common Units (which Common Units represent Membership Interests as defined in the Operating Agreement of the Company) that the Company is authorized to issue and have outstanding at any time is 1,250 Common Units. The consideration to be paid for each Common Unit shall be fixed by the Board of Directors of the Company, from time to time, and may consist of any tangible or intangible property or benefit to the Company; including, but not limited to cash, promissory notes, services performed, other securities of the Company or promises to perform services for the Company that are evidenced by a written contract with a value which is adequate, in the judgment of the Board of Directors.

ARTICLE VI
DISSOLUTION AND RIGHT TO CONTINUE BUSINESS

The Company shall be dissolved upon the first to occur of the following:

- (a) The expiration of the term of the Company; or
- (b) Upon the written approval of the holders of eighty percent (80%) of the Common Units of the Company entitled to vote; or
- (c) Upon the occurrence of any event which would cause a dissolution as defined in the Operating Agreement of the Company.

ARTICLE VII
MANAGEMENT

The business of the Company shall be managed under the direction of the Manager who is Michael T. Novak, Jr.

ARTICLE VIII
PURPOSE AND OTHER PROVISIONS

Notwithstanding anything contained herein to the contrary, the following provisions shall take precedence over any other provisions contained herein:

- (a) Purpose: The nature of the business and of the purposes to be conducted and promoted by the limited liability company, is to engage solely in the following activities:
 - 1. To acquire and own one certain parcel of real property, together with all improvements located thereon in Pinellas County, Florida and which is currently improved with a shopping center known as Park Avenue Plaza, 4022 Tampa Road and 4058 Tampa Road, Oldsmar, Florida 34677 (the "Property").

2. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property.

3. To exercise all powers enumerated in the Florida Limited Liability Company Act which is necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

(b) **Certain Prohibited Activities:** This limited liability company shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien, deed of trust lien or deed to secure debt in favor of Column Financial, Inc., or its successors or assigns (the "First Mortgage") exists on any portion of the Property, the limited liability company shall not incur, assume, or guaranty any other indebtedness. The limited liability company shall not dissolve or liquidate, or consolidate or merge with or into any other entity, or convey or transfer its properties and assets substantially as an entirety or transfer any of its beneficial interests to any entity. For so long as the First Mortgage exists on any portion of the Property, the limited liability company will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of all of the members of the limited liability company. For so long as the First Mortgage exists on any portion of the Property, no material amendment to these articles of organization may be made without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property.

(c) **Indemnification:** Any indemnification of the limited liability company's members shall be fully subordinated to any obligations respecting the Property (including, without limitation, the First Mortgage) and such indemnification shall not constitute a claim against the limited liability company 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:** For so long as the First Mortgage exists on any portion of the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in these articles of organization, the limited liability company shall conduct its affairs in accordance with the following provisions:

1. It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its members or affiliates and shall allocate fairly and reasonably any overhead for shared office space.

2. It shall maintain records and books of account separate from those of any member or affiliate.

3. It shall observe all limited liability company formalities.

4. It shall not commingle assets with those of any member or affiliate.

5. It shall conduct its own business in its own name.
6. It shall maintain financial statements separate from any member or affiliate.
7. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any member or affiliate.
8. It shall maintain an arm's length relationship with any member or affiliate.
9. It shall not guarantee or become obligated for the debts of any other entity, including any member or affiliate, or hold out its credit as being available to satisfy the obligations of others.
10. It shall use stationary, invoices and checks separate from any member or affiliate.
11. It shall not pledge its assets for the benefit of any other entity, including any member or affiliate.
12. It shall hold itself out as an entity separate from any member or affiliate.

For purpose of this Article VIII, the following terms shall have the following meanings:

“affiliate” means any person controlling or controlled by or under common control with the limited liability company including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the limited liability company, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this limited liability company, or any affiliate. For purposes of this definition, “control” when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

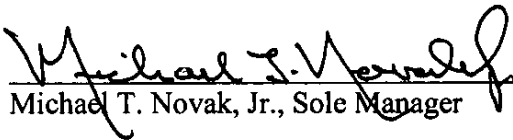
(e) **Dissolution:** To the extent permissible under applicable federal and state tax law, the vote of a majority-in-interest of the remaining members is sufficient to continue the existence of the limited liability company. If such vote is not obtained, for so long as the First Mortgage exists on any portion of the Property, the limited liability company shall not liquidate the Property without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property. Such holders may continue to exercise all of their rights under the existing security agreements or

mortgages until the debt underlying the First Mortgage has been paid in full or otherwise completely discharged.

(f) Voting: When acting on matters subject to the vote of the members, notwithstanding that the limited liability company is not then insolvent, the members and the outside member shall take into account the interest of the limited liability company's creditors, as well as those of the members.

The Company is organized for any legal and lawful purpose for which a limited liability company may be organized under all applicable Florida Statutes.

Dated this 7th day of July, 2006 by the Manager of the Company.


Michael T. Novak, Jr., Sole Manager

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED LIMITED LIABILITY COMPANY AT THE OFFICE OF THE REGISTERED AGENT, WHICH IS SUITE 202, THE KRESS BUILDING, 475 CENTRAL AVENUE, ST. PETERSBURG, FLORIDA 33701, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

SIGNATURE: 
Ernest L. Mascara

DATE: July 7, 2006