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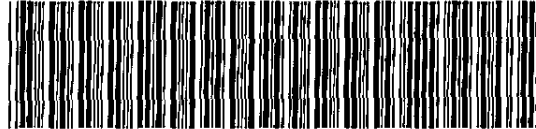
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DATE: 09-26-05

NAME: MICCO PARK, LLC

TYPE OF FILING: ARTICLES OF AMENDMENT

COST: \$25 + \$30= \$55

RETURN: CERTIFIED COPY

ACCOUNT: FCA0000000015

AUTHORIZATION:  **ABBIE FALK HODGE**

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**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
MICCO PARK, LLC**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 608.411 of the Florida Limited Liability Company Act, the Articles of Organization (the "Articles") of **MICCO PARK, LLC**, are hereby amended as follows:

1. The name of the Limited Liability Company is **MICCO PARK, LLC** (the "Company").
2. The Articles were filed with the Department of State of the State of Florida on or about May 2, 2002.
3. The following amendment to the Articles was adopted by the Company. Article IV of the Articles shall be deleted in its entirety and be replaced by the following:

"ARTICLE IV - Management

The Limited Liability Company (the "Company") shall be a manager-managed company. The Company shall be managed by at least one (1) or more managers (the "Managers"). The number of Managers may be increased as provided in the Operating Agreement of the Company."

4. The following amendment to the Articles was adopted by the Company. Article VI of the Articles shall be deleted in its entirety and be replaced by the following:

"ARTICLE VI - Powers and Duties

Notwithstanding any other provisions of these Articles and so long as any obligations secured by the Mortgage (as defined below) remain outstanding and not discharged in full, without the unanimous consent of the Members, the Managers shall have no authority to:

- (a) borrow money or incur indebtedness on behalf of the Company other than normal trade accounts payable and lease obligations in the normal course of business, or grant consensual liens on the Company's property; except, however, that the Managers are hereby authorized to secure financing for the Company pursuant to the terms of the mortgage to be securitized (the "Mortgage") and other indebtedness expressly permitted therein or in the documents related to the Mortgage, and to grant a mortgage, a lien or liens on the Company's property to secure such Mortgage, and to execute all documents in connection therewith;

- (b) dissolve or liquidate the Company;
- (c) sell or lease, or otherwise dispose of all or substantially all of the assets of the Company, except when authorized by the Members whereby the Mortgage will be satisfied;
- (d) file a voluntary petition or otherwise initiate proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the properties and assets of the Company, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due or declare or effect a moratorium on the Company debt or take any action in furtherance of such action;
- (e) merge or consolidate with any other entity; or
- (f) amend, modify or alter Articles IV, V, VI, VII, VIII or IX of these Articles.

Notwithstanding the foregoing and so long as any obligation secured by the Mortgage remains outstanding and not discharged in full, the Managers shall have no authority (i) to take any action in items (a) through (f) above, unless such action has been approved by a unanimous vote of the Managers, or (2) to take any action in items (a) through (c) and (e) and (f) without the written consent of the holder of the Mortgage."

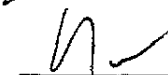
5. This Articles shall be effective upon filing with the Department of State of the State of Florida.
6. Reaffirm Agreement. Except as herein amended, the original Articles of Organization of the Company shall remain unchanged and in full force and effect as written.
7. Counterparts. This Articles may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. Signatures transmitted by facsimile shall be deemed an original.

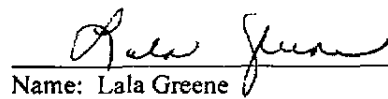
Dated: September 23, 2005.

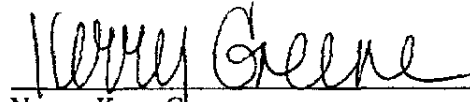
IN WITNESS WHEREOF, these Articles of Amendment have been executed
this 23 day of September, 2005.

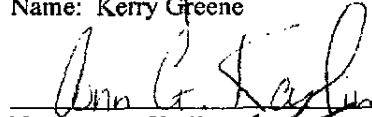
MEMBERS:

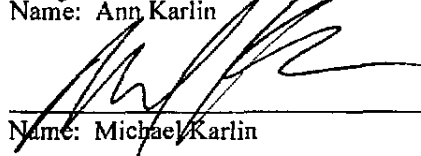

Name: Jack Greene


Name: David Greene


Name: Lala Greene


Name: Kerry Greene


Name: Ann Karlin


Name: Michael Karlin