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FROM-AKERMANN SENTERPITT & EIDSON

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ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
F&T ANDOVER, L.L.C.
(A Florida Limited Liability Company)

FIRST: The Articles of Organization for F&T ANDOVER, L.L.C. (the "Company") were filed on October 4, 2004 and assigned document number L04000072481.

SECOND: The following amendment to the Articles of Organization was adopted by all of the Members of the Company.

The following new Article XI is hereby added to the Articles of Organization of F&T ANDOVER, L.L.C.:

"ARTICLE XI

SPECIAL PURPOSE ENTITY PROVISIONS

Notwithstanding any provision to these Articles of Organization to the contrary, for so long as any mortgage lien in favor of Merrill Lynch Mortgage Lending, Inc., or its successors or assigns (the "First Mortgage") exists on any portion of the Property, as defined below, the following provisions and restrictions shall apply to the Company:

11.1 Purpose. The nature of the business and of the purposes to be conducted and promoted by the Company is to engage solely in the following activities:

(A) To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property, as hereinafter defined.

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

11.2 Prohibited Activities. The Company shall only incur indebtedness in an amount necessary to operate and maintain the Property and shall not incur, assume, or guaranty any other indebtedness. The Company shall not consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity unless (i) the entity (if other than the Company) formed or surviving such consolidation or merger or that acquired by conveyance or transfer of the properties and assets of the Company substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, (b) shall include in its organizational documents the same

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limitations set forth in this Article XI, Section 11.2 and Article XI, Section 11.4, and (c) shall expressly assume the due and punctual performance of the Company's obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by this Company and be continuing. The 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 the Members of the Company. No material amendment to this Article XI may be made without first obtaining approval of the mortgagee holding the First Mortgage on the Property.

11.3 Indemnification. Any indemnification shall be fully subordinated to any obligations respecting the Property and shall not constitute a claim against the Company in the event that cash flow is insufficient to pay such obligations.

11.4 Separateness Covenants. 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 Company shall conduct its affairs in accordance with the following provisions:

(A) It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its Affiliates and shall allocate fairly and reasonably any overhead for shared office space.

(B) It shall maintain separate records and books of account from those of any Affiliate.

(C) It shall not commingle assets with those of any Affiliate.

(D) It shall conduct its own business in its own name.

(E) It shall maintain financial statements separate from any Affiliate.

(F) It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any Affiliate.

(G) It shall maintain an arm's length relationship with any Affiliate.

(H) It shall not guarantee or become obligated for the debts of any other entity, including any Affiliate or hold out its credit as being available to satisfy the obligations of others.

(I) It shall use stationery, invoices and checks separate from any Affiliate.

(J) It shall not pledge its assets for the benefit of any other entity, including any Affiliate.

(K) It shall hold itself out as an entity separate from any Affiliate.

11.5 Definitions. For purposes of this Article XI, the following terms shall have the following meanings:

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(A) "Affiliate" means any person controlling or controlled by or under common control with the Company including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise, with any partner or employee of the Company or any Affiliate thereof and (ii) any person who receives compensation for administrative, legal or accounting services from this 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.

(B) "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.

(C) "Property" means any or all interest of the Company in all or any portion of the real property located in Orlando, Florida, more particularly described on Exhibit "A" attached hereto.

11.6 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 life of the Company. If such vote is not obtained, the Company shall not liquidate the Property without first obtaining approval of the mortgagee holding the First Mortgage on the Property. Such holder may continue to exercise all of their rights under the existing security agreement or mortgage until the debt underlying the mortgage lien has been paid in full or otherwise completely discharged.

Upon the occurrence of any event that causes the last remaining Member of the Company to cease to be a Member of the Company, to the fullest extent permitted by law, the personal representative of such Member is hereby authorized to, and shall, within ninety (90) days after the occurrence of the event that terminated the continued Membership of such Member in the Company, agree in writing (i) to continue the Company and (ii) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute Member of the Company, effective as of the occurrence of the event that terminated the continued Membership of the last remaining Member of the Company.

11.7 Voting. When acting on matters subject to the vote of the Members, notwithstanding that the Company is not then insolvent, all of the Members shall take into account the interest of the Company's creditors, as well as those of the Members."

THIRD: Except as modified hereby, the Articles of Organization of F&T ANDOVER, L.L.C. remain unchanged and in full force and effect.

MAR-23-06 12:41

FROM-AKERMANN SENTERFITT 16E.

+407 843 7880

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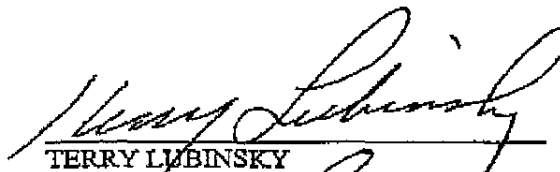
FOURTH: The Effective Date of this Amendment shall be as of the date of filing with the Florida Department of State.

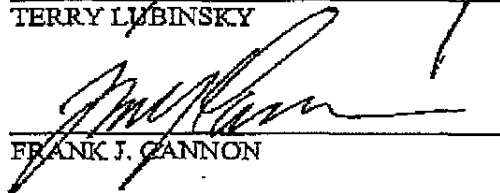
2006 MAR 23 A 9:00

DATED: March 20, 2006.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MEMBERS:


TERRY LUBINSKY


FRANK J. CANNON

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EXHIBIT "A"
SHOPPES AT ANDOVER
LEGAL DESCRIPTION
(PLAT LEGAL)

2006 MAR 23 A 9:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA. PART OF WHICH BEING PARCEL B, ANDOVER LAKES PHASE 3-A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33, PAGES 45 THROUGH 51 AND A PORTION OF LOT 2, ANDOVER COMMERCIAL CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 49, PAGES 69 AND 70, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTHEAST CORNER OF TRACT G, ANDOVER LAKES PHASE 3-A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33, PAGES 45 THROUGH 51; THENCE S89°24'16"W ALONG THE NORTH LINE OF SAID TRACT G, 220.02 FEET; THENCE CONTINUE ALONG SAID SOUTH LINE S89°43'32"W, 180.46 FEET TO THE NORTHWEST CORNER OF SAID TRACT G; THENCE ALONG THE NORTH AND EAST BOUNDARIES OF LOT 2, ANDOVER COMMERCIAL CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 49, PAGES 69 & 70 THE FOLLOWING TWO COURSES: S89°42'49"W, 40.54 FEET; THENCE N00°07'56"E, 118.10 FEET; THENCE N89°52'04"W, 144.81 FEET; THENCE N47°12'33"W, 10.42 FEET; THENCE N00°29'02"W, 191.96 FEET TO A POINT ON THE NORTH LINE OF THE AFORESAID LOT 2 SAME BEING THE SOUTH RIGHT-OF-WAY LINE OF CURRY FORD ROAD; THENCE N89°30'58"E ALONG SAID NORTH LINE OF LOT 2 AND SAID SOUTH RIGHT-OF-WAY LINE, 154.55 FEET; THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES N89°29'47"E, 221.08 FEET; THENCE N00°08'39"E, 14.46 FEET TO THE NORTHWEST CORNER OF PARCEL B OF THE AFORESAID ANDOVER LAKES - PHASE 3-A; THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID PARCEL B THE FOLLOWING THREE COURSES: N39°15'19"E, 194.64 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING OF S45°18'01"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°53'20" A DISTANCE OF 39.86 FEET; THENCE S00°08'39"W, 309.30 FEET TO THE POINT OF BEGINNING.
SAID LANDS LYING IN ORANGE COUNTY, FLORIDA