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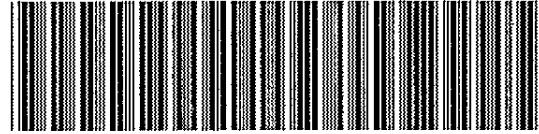
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**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** PLANTATION PLAZA CENTER, LLC  
(Name of Limited Liability Company)

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Linda M. Michaels, Esq.  
(Name of Person)

Freedman & Michaels, P.A.  
(Firm/Company)

101 E. Kennedy Boulevard, Suite 1840  
(Address)

Tampa, Florida 33602  
(City/State and Zip Code)

For further information concerning this matter, please call:

Linda M. Michaels, Esq. at ( 813 ) 229-6925  
(Name of Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

- \$25.00 Filing Fee
- \$30.00 Filing Fee & Certificate of Status
- \$55.00 Filing Fee & Certified Copy (additional copy is enclosed)
- \$60.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

**MAILING ADDRESS:**  
Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**STREET/COURIER ADDRESS:**  
Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF ORGANIZATION  
OF  
PLANTATION PLAZA CENTER, LLC**

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FIRST: The Articles of Organization were filed on February 4, 2005, and assigned document number L05000011597.

SECOND: This Amendment is submitted to amend the following:

ARTICLE III is amended in its entirety to read as follows:

The purpose for which this Limited Liability Company is organized is to be a single asset, single purpose, bankruptcy remote entity, owning only the property described on Exhibit "A" attached hereto (the "Property"), such provision is more specifically set forth below:

**(1) Covenants with Respect to Indebtedness; Operations and Fundamental Changes of Borrower.** Borrower represents, warrants and covenants as of the date hereof and until such time as the Debt is paid in full, that Borrower:

(a) does not own and will not own any asset (whether encumbered or not) other than (i) the Property, and (ii) incidental personal property necessary for the operation of the Property;

(b) is not engaged and will not engage in any business other than the ownership, management and operation of the Property;

(c) will not enter into any contract or agreement with any general partner, principal, member or affiliate of Borrower or any affiliate of any such general partner, principal, or member of Borrower, except upon terms and conditions that are *intrinsically fair and substantially similar* to those that would be available on an arms-length basis with third parties other than an affiliate;

(d) has not incurred and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the Debt, and (ii) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property; no debt whatsoever may be secured (senior, subordinate or *pari passu*) by the Property;

(e) has not made and will not make any loans or advances to any third party (including any general partner, principal, member or affiliate of Borrower, or any guarantor);

(f) is and will be solvent and pay its debts from its assets as the same shall become due;

(g) has done or caused to be done and will do all things necessary to preserve its existence and corporate, limited liability company and partnership formalities (as applicable), and will not, nor will any partner, limited or general, or member or shareholder thereof, amend, modify or otherwise change its partnership certificate, partnership agreement, certificate or articles of incorporation or organization, or by-laws or operating agreement or regulations, in a manner which adversely affects Borrower's, existence as a single-purpose, single-asset "bankruptcy remote" entity;

- (h) will conduct and operate its business as presently conducted and operated;
- (i) will maintain books and records and bank accounts separate from those of its affiliates, including its general partners, principals and members;
- (j) will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any general partner, principal, member or affiliate);
- (k) will file its own tax returns;
- (l) will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;
- (m) will not, nor will any shareholder, partner, member or affiliate, seek the dissolution or winding up, in whole or in part, of Borrower;
- (n) will not enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;
- (o) will not commingle the funds and other assets of Borrower with those of any general partner, principal, member or affiliate, or any other person;
- (p) has and will maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person;
- (q) has, and any general partner or operating member of Borrower has, at all times since its formation, observed all legal and customary formalities regarding its formation and will continue to observe all legal and customary formalities;
- (r) does not and will not hold itself out to be responsible for the debts or obligations of any other person;
- (s) upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against Borrower, Borrower shall not seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the Act, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of Lender to enforce any rights of Lender against any guarantor or indemnitor of the secured obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise.

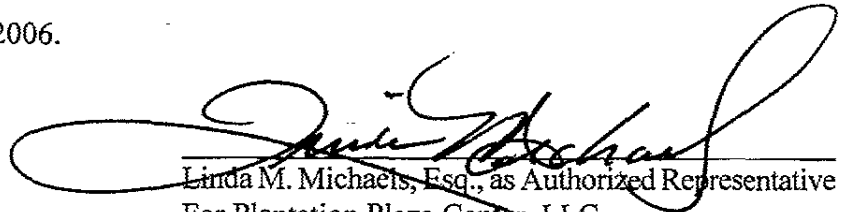
**(2) Sale of the Property.** In connection with any transfer of the Property and an assumption of Loan by a buyer thereof (the "**Buyer**"):

- (a) The Buyer and such constituent partners, members or shareholders of Buyer (as the case may be), as Lender may require, shall be single-purpose, single-asset "bankruptcy remote" entities, whose formation documents shall be approved by counsel to Lender; and

(b) The Buyer, if required by Lender, shall furnish an opinion of counsel satisfactory to Lender and its counsel that the Buyer's formation documents provide for the matters described in Section D-2(a) above.

Dated: December 21, 2006.

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Linda M. Michaels, Esq., as Authorized Representative  
For Plantation Plaza Center, LLC

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EXHIBIT "B"

LEGAL DESCRIPTION

PARCEL "A":

A tract of land in the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 16, Township 28 South, Range 18 East, Hillsborough County, Florida, described as follows:

From the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 16, run South 88°45'15" West (assumed bearing) along the South Boundary of said Northwest 1/4 of the Southwest 1/4 of said Section 16, 51.14 feet to a point on the Southeasterly extension of the Northeasterly right-of-way line of Gunn Highway; thence North 47°13'16" West along said Southeasterly extension and the Northeasterly right-of-way line of Gunn Highway, a distance of 340.00 feet for a POINT OF BEGINNING; thence continue North 47°13'16" West along the Northeasterly right-of-way line of Gunn Highway, a distance of 95.00 feet (Point A); thence North 42°46'44" East, a distance of 37.00 feet; thence North 47°13'16" West along a line 37.00 feet Northeast of and parallel to the Northeasterly right-of-way line of Gunn Highway, a distance of 135.00 feet; thence North 42°48'44" East, a distance of 120.00 feet; thence North 88°42'31" East along a line South of and parallel to the North boundary of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 16, a distance of 87.66 feet; thence South 00°41'04" East, a distance of 104.58 feet; thence South 42°46'44" West, a distance of 142.00 feet; (Point A); thence North 47°13'16" West along the Northeasterly right-of-way line of Gunn Highway, a distance of 526.50 feet to a point on the North boundary of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 16; thence North 88°42'31" East along the stated North boundary of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 16, a distance of 697.91 feet to a point on the West right-of-way line of Hudson Lane; thence South 00°41'04" East along the West right-of-way line of Hudson Lane, a distance of 303.79 feet; thence South 89°18'56" West, a distance of 122.51 feet; thence South 42°46'44" West, a distance of 180.65 feet to the POINT OF BEGINNING; LESS AND EXCEPT that portion taken for road right-of-way for Gunn Highway (County Road 587), by Order of Taking recorded in Official Records Book 5016, Page 1727.

PARCEL "B":

A tract of land in the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 16, Township 28 South, Range 18 East, Hillsborough County, Florida, described as follows:

From the Southeast corner of the Northwest 1/4 of the Southwest 1/4, run South 88°45'15" West (assumed bearing) along the South boundary of said Northwest 1/4 of the Southwest 1/4 of Section 16, 51.14 feet to a point on the Southeasterly extension of the Northeasterly right-of-way line of Gunn Highway; thence North 47°13'16" West along said Southeasterly extension and the Northeasterly right-of-way line of Gunn Highway, a distance of 435.00 feet; thence North 42°46'46" East, a distance of 37.00 feet for a POINT OF BEGINNING; thence North 47°13'16" West along a line 37.00 feet Northeasterly of and parallel to the Northeasterly right-of-way line of Gunn Highway, a distance of 135.00 feet; thence North 42°45'44" East, a distance of 120.00 feet;

thence North 88°42'31" East along a line South of and parallel to the North boundary of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of stated Section 16, a distance of 87.66 feet; thence South 00°41'04" East, a distance of 104.68 feet; thence South 42°46'44" West, a distance of 105.00 feet to the POINT OF BEGINNING; LESS AND EXCEPT that portion taken for road right-of-way for Gunn Highway (County Road 587), by Order of Taking recorded in Official Records Book 5016, Page 1727.

TOGETHER WITH easements for pedestrian and vehicular ingress, egress and parking as set forth in Reciprocal Easements recorded in Official Records Book 3661, Page 1891 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

A tract of land in the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 16, Township 28 South, Range 18 East, Hillsborough County, Florida, described as follows:

From the Southeast corner of the Northwest 1/4 of the Southwest 1/4 run South 88°46'15" West (assumed bearing) along the South boundary of said Northwest 1/4 of the Southwest 1/4 of Section 16, 51.14 feet to a point on the Southeasterly extension of the Northeasterly right-of-way of Gunn Highway; thence North 47°13'16" West, along said Southeasterly extension 45.0 feet to a point on the Northeasterly right-of-way and the POINT OF BEGINNING; Continue thence North 47°13'16" West along said Northeasterly right-of-way of Gunn Highway, 295.00 feet; thence North 42°46'44" East, 180.86 feet; thence North 89°18'56" East, 122.51 feet to a point on the West right-of-way line of Hudson Lane; thence South 00°41'04" East along said West right-of-way line, 320.00 feet to a point of curve; thence 45.07 feet along the arc of said curve concave Northwesterly having a radius of 19.35 feet (chord bearing South 66°03'50" West, 36.55 feet to the POINT OF BEGINNING.

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