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**COR AMND/RESTATE/CORRECT OR O/D RESIGN
LITHIA CROSSINGS HOLDINGS, INC.**

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May 31, 2011

FLORIDA DEPARTMENT OF STATE

Division of Corporations

LITHIA CROSSINGS HOLDINGS, INC.
12570 TELECOM DRIVE
TEMPLE TERRACE, FL 33637

SUBJECT: LITHIA CROSSINGS HOLDINGS, INC.
REF: P04000066128

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The date of adoption of each amendment must be included in the document.

The amendment must be adopted in one of the following manners:

(1) If an amendment was approved by the shareholders, one of the following statements must be contained in the document.

(a) A statement that the number of votes cast for the amendment by the shareholders was sufficient for approval, -or-

(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.

(2) If an amendment was adopted by the incorporators or board of directors without shareholder action.

(a) A statement that the amendment was adopted by either the incorporators or board of directors and that shareholder action was not required.

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Annette Ramsey
Regulatory Specialist II

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
LITHIA CROSSINGS HOLDINGS, INC.**

Pursuant to the Florida Business Corporation Act, LITHIA CROSSINGS HOLDINGS, INC., a Florida corporation (the "Corporation"), adopts the following Articles of Amendment to its Articles of Incorporation:

1. Article Three of the Articles of Incorporation is deleted in its entirety and the following substituted in its stead:

**"ARTICLE THREE
PURPOSE**

The Corporation's business and purpose shall consist solely of the following:

(a) To hold a membership interest in and act as the Manager of Lithia Crossings, L.L.C., a Florida limited liability company (the "Borrower"), which is engaged solely in the ownership, operation and management of the real estate project known as Lithia Crossings located in Hillsborough County, Florida (the "Property"), pursuant to and in accordance with these Articles of Incorporation and Borrower's Articles of Organization and Operating Agreement (the "Borrower's Agreements"); and

(b) to engage in such other lawful activities permitted by the laws of the State of Florida as are incidental, necessary or appropriate to the foregoing."

2. Article Four of the Articles of Incorporation is deleted in its entirety and the following substituted in its stead:

**"ARTICLE FOUR
LIMITATIONS**

Notwithstanding any other provision of these Articles and any provision of law that otherwise so empowers the Corporation, the Corporation shall not, without the unanimous consent of its Directors, do any of the following:

(a) engage in any business or activity other than those set forth in Article Three or cause or allow the Borrower to engage in any business or activity other than as set forth in the Borrower Agreements;

(b) incur any indebtedness or assume or guaranty any indebtedness of any Person, other than the obligations (the "Loan") as evidenced by an Amended, Restated and Increased Promissory Note executed by the Company and made payable to The Royal Bank of Scotland plc (together with its successors and assigns, "Lender") and a Loan Agreement entered into by the Company and Lender (as amended, the "Loan");

Agreement") and secured by the lien on the Property evidenced by an Amended and Restated Mortgage and Security Agreement, filed in the official public records of Hillsborough County, Florida for the benefit of Lender (the "Security Instrument") and indebtedness permitted therein and normal trade accounts payable in the ordinary course of business (subject to the limitations contained in the Loan Agreement);

(c) cause the Borrower to incur any indebtedness or to assume or guaranty any indebtedness of any Person, other than the Loan and indebtedness permitted by and subject to the terms and limitations contained in the Loan Agreement;

(d) dissolve, wind-up or liquidate, in whole or in part;

(e) cause or consent to the dissolution, winding-up or liquidation, in whole or in part, of the Borrower;

(f) consolidate, combine or merge with or into any other Person or convey or transfer or lease its property and assets substantially as an entirety to any Person;

(g) cause the Borrower to consolidate, combine or merge with or into any Person or to convey or transfer or lease its Property and assets substantially as an entirety to any Person;

(h) with respect to the Corporation or the Borrower, institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Corporation or the Borrower, or file a petition seeking or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Corporation or the Borrower or a substantial part of the property of the Corporation or the Borrower, or make any assignment for the benefit of creditors, or admit in writing the Corporation's inability to pay its debts generally as they become due, or take corporate action in furtherance of any such action;

(i) amend Articles One, Three, Four or Five of these Articles of Incorporation of the Corporation or approve an amendment to Sections 4, 8.8, 11.11, 13.3 or 17 of the Operating Agreement governing the Borrower; or

(j) withdraw as the Manager of the Borrower.

So long as any obligations secured by the Loan remain outstanding and not paid in full, the Corporation shall have no authority to take, and shall not take, any action in items (a) through (g), (i) or (j) above without (1) the prior written consent of the holder of the Security Instrument and, (2) after any Securitization (as defined in the Loan Agreement) and if requested by holder of the Security Instrument, confirmation from each of the Rating Agencies (as defined in the Loan Agreement) that such action will not result in the qualification, withdrawal or downgrade of any securities rating assigned in connection with the Loan."

3. Article Five of the Articles of Incorporation is deleted in its entirety and the following substituted in its stead:

**"ARTICLE FIVE
SEPARATENESS/OPERATIONS MATTERS.**

So long as any obligations secured by the Security Instrument remain outstanding and not discharged in full, the Corporation shall:

- (a) maintain books and records and bank accounts separate from those of any other Person and cause the Borrower to maintain books and records and bank accounts separate from those of any other Person;
- (b) maintain its assets in its own name and in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (c) cause the Borrower to maintain its assets in its own name and in such a manner that it is not costly or difficult to segregate, identify or ascertain such Borrower's assets;
- (d) hold regular meetings of the Directors to conduct the business of the Corporation, and observe all other corporate formalities;
- (e) cause the Borrower to hold regular Borrower meetings, as appropriate, to conduct the business of the Borrower and to observe all other legal formalities;
- (f) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (g) cause the Borrower to hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (h) prepare separate tax returns and financial statements and not permit its assets to be listed as assets on the financial statements of any other entity, or if part of a consolidated group, then it will be shown as a separate member of such group;
- (i) cause the Borrower to prepare separate tax returns and financial statements for itself and not permit the assets of the Borrower to be listed as assets on the financial statements of any other entity, or if part of a consolidated group, then such that the Borrower will be shown as a separate member of such group;
- (j) allocate and charge fairly and reasonably any common employee or overhead shared with Affiliates;
- (k) cause the Borrower to allocate and charge fairly and reasonably any common employee or overhead shared with Affiliates of the Borrower;
- (l) transact all business and cause the Borrower to transact all business with Affiliates on an arm's-length basis and pursuant to enforceable agreements, the terms of

which are intrinsically fair, commercially reasonable and are no less favorable than would be obtained in a comparable transaction with an unrelated third party;

(m) conduct business in its own name, and use separate stationery, invoices and checks;

(n) cause the Borrower to conduct business in its own name, to use its own separate stationary, invoices and checks;

(o) not commingle its assets or funds or those of the Borrower with those of any other Person;

(p) not assume, guarantee or pay the debts or obligations of any other Person or hold out its credit as being available to satisfy the obligations of others;

(q) not cause or allow the Borrower to assume, guaranty or pay the debts or obligations of any other Person or hold out the credit of the Borrower as being available to satisfy the obligations of others;

(r) neither make any loans or advances to any Person or entity nor hold evidence of indebtedness issued by any Person or entity;

(s) neither cause the Borrower to make any loans or advances to any Person or entity nor cause the Borrower to hold evidence or indebtedness issued by any Person or entity;

(t) timely pay all of its tax obligations and cause the Borrower to timely pay all of its tax obligations;

(u) pay its own liabilities only out of its own funds and cause the Borrower to pay its own liabilities only out of its own funds;

(v) not pledge its assets for the benefit of any other entity;

(w) cause the Borrower to not pledge its assets for the benefit of any other entity;

(x) pay the salaries of its own employees, if any, and maintain a sufficient number of employees in light of the contemplated business operations;

(y) cause the Borrower to pay the salaries of its own employees, if any, and maintain a sufficient number of employees in light of the Borrower's contemplated business operations;

(z) correct any known misunderstanding regarding its separate identity and cause the Borrower to correct any known misunderstanding regarding its separate identity;

(aa) not acquire any securities or obligations of its stockholders, shareholders, officers, directors or any Affiliate of the Corporation, the Borrower or both;

(bb) cause the Borrower to not acquire any securities or obligations of its Partners or any Affiliate of the Borrower, the Corporation or both;

(cc) cause the officers, directors, managers, members and other representatives of the Corporation to act at all times with respect to the Corporation and Borrower consistent and in furtherance of the foregoing and in the best interests of the Corporation and Borrower while simultaneously considering the interests of its creditors;

(dd) maintain adequate capital in light of the Corporation's contemplated business purpose, transactions and liabilities and cause the Borrower to maintain adequate capital in light of the Borrower's contemplated business purpose, transactions and liabilities;

(ee) remain solvent and pay all of its debts and liabilities from its assets as they become due and cause the Borrower to remain solvent and pay all of its debts and liabilities from the Borrower's assets as they become due; and

(ff) not identify any of its stockholders, shareholders, officers, directors or any Affiliate thereof as a division or part of the Corporation, and will not identify itself as a division or part of any other entity and will neither cause the Borrower to identify any of its members, managers or any Affiliate thereof as a division or part of the Borrower, nor cause the Borrower to identify itself as a division or part of any other entity."

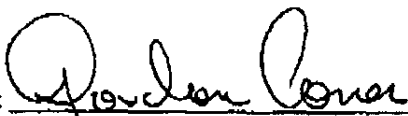
4. The following sentence shall be added to Article Ten, Section A.:

"So long as any obligations secured by the Security Instrument (as defined below) remain outstanding and not discharged in full, all indemnification obligations of the Corporation are fully subordinated to any obligations respecting the Property and such indemnification obligations shall in no event constitute a claim against the Corporation if cash flow in excess of amounts necessary to pay obligations under the Loan is insufficient to pay such indemnification obligations."

5. This Amendment shall be of no force or effect unless and until (i) that certain loan to General Electric Capital Corporation in the amount of \$10,450,000 made May 5, 2004 to Borrower has been paid and discharged in full, and (ii) the loan documents evidencing and securing the Loan have been executed and delivered to Lender.

6. This Amendment was adopted by the directors and shareholders of the Corporation by unanimous vote on 5/27/11.

Dated this 27th day of May, 2011.

By: 
Gordon Comer, President

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