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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

February 24, 2006

Division of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

SUBJECT: PIERCE-THOMAS, LLC

Dear Sir or Madam:

Enclosed are an original and one copy of the First Amendment to Articles of Organization with a check in the amount of $25.00 for filing fee pertaining to Pierce-Thomas, LLC.

If you have any questions, please contact me.

Sincerely,

Jo-Lyn Palmer
Paralegal to
Bruce I. Wiener

enclosure

**FIRST AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
PIERCE-THOMAS, LLC,
a Florida Limited Liability Company**

The following First Amendment to the Articles of Organization for Pierce-Thomas, LLC ("the Company") was adopted by the Company:

The following provision is added as Article X to the Articles of Organization:

ARTICLE X

COVENANTS WITH RESPECT TO INDEBTEDNESS; OPERATIONS AND FUNDAMENTAL CHANGES OF THE LIMITED LIABILITY COMPANY

Pierce-Thomas, LLC, a Florida limited liability company, has entered into and received certain financing (the "**Financing**") from Column Financial, Inc. (together with its successors and assigns, the "**Lender**"), which Financing is secured by a first mortgage lien on certain real and other property located at 5023 Crawfordville Road, Tallahassee, Florida 32305 (the "**Property**"). With respect to the Financing and the Property the limited liability company:

(a) does not own and will not own any encumbered asset 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 the limited liability company or any affiliate of any such general partner, principal, or member of the limited liability company, 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 secured indebtedness, 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 the limited liability company, 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 in limited liability company or organization, or by-laws or operating agreement or regulations, in a manner which adversely affects the Limited liability company's, or any such partner's, member's or shareholders'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 the limited liability company;

(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 the limited liability company 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 the limited liability company 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; and

(s) upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the limited liability company, the limited liability company shall not seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the Bankruptcy 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The date of the adoption of the foregoing amendment is February 23, 2006, and the effective date is intended to be February 23, 2006.

The sole member and Manager of the Company has executed the preceding First Amendment to the Articles of Organization of the Company this 23 day of February, 2006.

Wayne R. Johnson

STATE OF FLORIDA
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 23rd day of February, 2006 by Wayne R. Johnson. He is personally known to me or has produced ________________ driver license as identification.

Print Name: Jo-Lyn Palmer
My Commission Expires:

Jo-Lyn Palmer
MY COMMISSION # DD144519 EXPIRES
September 20, 2006
BONDED THRU TROY FAIN INSURANCE, INC.